

Prepared by and return to:  
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**Goede, DeBoest & Cross, PLLC**  
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**CERTIFICATE OF AMENDMENT TO THE  
AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM OF  
CARRINGTON AT STONEBRIDGE, A CONDOMINIUM  
AND THE  
AMENDED AND RESTATED ARTICLES OF INCORPORATION  
AND AMENDED AND RESTATED BYLAWS  
OF  
CARRINGTON AT STONEBRIDGE CONDOMINIUM ASSOCIATION, INC.**

I HEREBY CERTIFY that the following amendments to the Amended and Restated Declaration of Condominium of Carrington at Stonebridge, a Condominium, and the Amended and Restated Articles of Incorporation and Amended and Restated Bylaws for Carrington at Stonebridge Condominium, Inc., were duly adopted by the Association membership at the duly noticed Meeting of the Members of the Association on the 15th day of December 2022. Said amendments were approved by a proper percentage of voting interests of the Association.

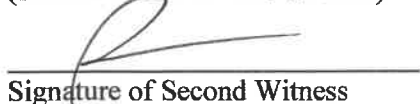
The original Declaration of Condominium of Carrington at Stonebridge and the original Articles of Incorporation and Bylaws of Carrington at Stonebridge Condominium Association, Inc. were recorded at Official Records Book 2179, Page 587, *et seq.*, of the Public Records of Collier County, Florida.

**WITNESSES**



Signature of First Witness

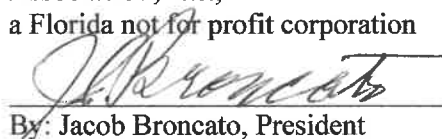
LEE BURGIN  
(Printed Name of First Witness)



Signature of Second Witness

ILANA CASTRO  
(Printed Name of Second Witness)

**Carrington at Stonebridge Condominium  
Association, Inc.,**  
a Florida not for profit corporation



By: Jacob Broncato, President

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged [or if an affidavit "sworn to and subscribed"] before me, by means of ☒ physical presence or ☐ online notarization, this 13<sup>th</sup> day of JANUARY, 2023, by Jacob Broncato, as President of Carrington at Stonebridge Condominium Association, Inc., who ☒ is personally known to me, or [ ] has produced N/A as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 13<sup>th</sup> day of JANUARY, 2023.

(NOTARY STAMP/SEAL)



[Signature]  
Notary Public for the State of FLORIDA  
Print Name: MARSHA M HUBICZ  
My Commission Expires: 03-23-25

WITNESSES

[Signature]  
Signature of First Witness

LEE BUEGIN  
(Printed Name of First Witness)

[Signature]  
Signature of Second Witness

DIANA CASANO  
(Printed Name of Second Witness)

**Carrington at Stonebridge Condominium Association, Inc.,**  
a Florida not for profit corporation

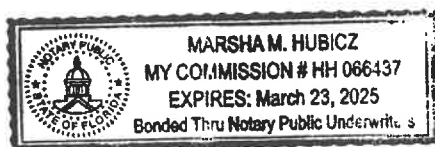
[Signature]  
By: Keith Brown, Secretary

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged [or if an affidavit "sworn to and subscribed"] before me, by means of ☐ physical presence or ☐ online notarization, this 13<sup>th</sup> day of JANUARY, 2023, by Keith Brown, as Secretary of Carrington at Stonebridge Condominium Association, Inc., who ☒ is personally known to me, or [ ] has produced N/A as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 13<sup>th</sup> day of JANUARY, 2023.

(NOTARY STAMP/SEAL)



[Signature]  
Notary Public for the State of FLORIDA  
Print Name: MARSHA M HUBICZ  
My Commission Expires: 03-23-25

**AMENDED AND RESTATED**  
**DECLARATION OF CONDOMINIUM**  
**OF**  
**CARRINGTON AT STONEBRIDGE, A CONDOMINIUM**

KNOW ALL PERSONS BY THESE PRESENTS:

The original Declaration of Condominium of Carrington at Stonebridge, a Condominium (hereinafter the "Condominium") was recorded in Official Records Book 2179, at Page 587, of the Public Records of Collier County, Florida. That Declaration of Condominium, as it has previously been amended, is hereby further amended and is restated in its entirety.

1. **THE LAND.** The land and improvements thereon submitted to the condominium form of ownership by the original Declaration of Condominium of Carrington at Stonebridge, a Condominium, as amended (hereinafter "the land").

2. **SUBMISSION STATEMENT.** This Declaration of Condominium is made by Carrington at Stonebridge Condominium Association, Inc., a Florida Corporation, not-for-profit, (hereinafter the "Association"). The land subject to this Declaration and the improvements located thereon has already been submitted to condominium ownership and use pursuant to the Florida Condominium Act and said land is described in Exhibit A-2, as amended, to the original Declaration, which said description, as amended, is incorporated herein by reference. No additional property is being submitted to condominium ownership by this Declaration.

3. **COVENANTS RUN WITH THE LAND.** The covenants and restrictions contained in this Declaration shall run with the land and shall be binding upon and inure to the benefit of all present and future owners of Condominium Parcels. The acquisition of title to a Unit, or any interest in the Condominium Property, or the lease, occupancy or use of any portion of the Condominium Property shall constitute an acceptance and ratification of all provisions of this Declaration and its exhibits, as they may be amended from time to time, and shall signify agreement to be bound by their terms. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan of condominium ownership.

4. **NAME.** The name by which this Condominium is to be identified is "Carrington at Stonebridge, a Condominium," hereinafter referred to as the "Condominium", and its address is as listed with the Florida Department of State Division of Corporations.

5. **DEFINITIONS.** The terms used in this Declaration and exhibits shall have the meanings stated below, and as set forth in Chapter 718, Florida Statutes, as it may be amended from time to time (the "Florida Condominium Act"), unless the context or the law otherwise requires.

5.1 **"Assessment"** shall mean and refer to a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Units.

5.2 **"Association"** shall mean and refer to CARRINGTON AT STONEBRIDGE CONDOMINIUM ASSOCIATION, INC., a Florida Corporation not-for-profit, the entity responsible for the operation of the Condominium.

5.3 “Association Property” shall mean and refer to all property, real or personal, owned or leased by, or is dedicated by a recorded plat to the Condominium Association for the use and benefit of the Unit Owners.

5.4 “Board of Directors” or “Board” shall mean and refer to the representative body which is responsible for the administration of the Association’s affairs, and is the same body referred to in the Florida Condominium Act as the “Board of Administration.”

5.5 “Bylaws” shall mean and refer to the Bylaws of the Association, as they exist and shall be amended from time to time.

5.6 “Common Elements” shall mean and refer to the portions of the Condominium Property not included in the Units, which are more fully described in Sections 8 and 9 below.

5.7 “Common Property” shall mean and refer to all real and personal property which Stonebridge Country Club Community Association, Inc. (the “Master Association”) now or hereafter owns or otherwise holds for the common use and enjoyment of all its members, and which is dedicated by Developer as Common Property, and which includes, without limitation, the Stonebridge Country Club.

5.8 “Common Surplus” shall mean and refer to the excess of all receipts of the Association collected on behalf of the Condominium (including but not limited to assessments, rents, profits and revenues on account of the common elements) over and above the common expenses.

5.9 “Condominium” shall mean that form of ownership of real property which is comprised of Units that may be owned by one or more persons, and in which there is, appurtenant to each Unit, an undivided share in the Common Elements. As used herein, the word “the Condominium” shall refer to Carrington at Stonebridge, a Condominium.

5.10 “Condominium Documents” shall mean” refer to and include this Declaration and all its recorded exhibits, as they exist and may be amended from time to time. Unless the context prohibits, “Condominium Documents” shall also refer to the Rules and Regulations of the Association.

5.11 “Family” or “Single Family” shall mean and refer to any one of the following: a) One natural person; b) Two or more natural persons who regularly and customarily reside together as a single housekeeping Unit, each of whom is related to each of the others by blood, marriage or adoption; or c) Two or more natural persons who commonly and regularly reside together as a single housekeeping Unit and who also function together as an integrated economic Unit. (For purposes of this Declaration, “relationship within the first degree” shall mean parents, children, brothers and sisters).

5.12 “Guest” shall mean and refer to any person (other than the Unit Owner and his or her family) who is physically present in. or occupies a Unit on a temporary basis at the invitation of the Unit Owner or other legally permitted occupant, without the payment of consideration. Any person that occupies the Unit for more than thirty (30) continuous days is deemed a lessee and must be approved as such, as provided for herein.

5.13 “Institutional Mortgagee” shall mean and refer to the holder, or its successor or assignee, of a mortgage against a Condominium Parcel, which holder is a bank, savings and loan association, mortgage company, insurance company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association, the Federal Home Loan mortgage Corporation or any agency of the United States of America,

or any other similar type of lender generally recognized as an institutional-type lender. The term also refers to any holder of a mortgage against a Condominium Parcel which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans /Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of purchasing, guaranteeing or insuring residential mortgage loans, and their successors and assigns.

5.14 “Lease” shall mean and refer to the grant by a Unit Owner of a temporary right to the exclusive use of the Owner’s Unit in exchange for the payment of any form of consideration paid to any person or entity by the occupant or on behalf of the occupant, including, but not limited to, the Unit Owner. The term “lease” includes all types of occupancy for which consideration has been paid, including, but not limited to, occupancy held pursuant to a license or transient rental agreement.

5.15 “Limited Common Elements” shall mean, refer to and include those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of all other Units, as more fully described herein.

5.16 “Master Association” means Stonebridge Country Club Community Association, Inc., formerly known as the Southampton Golf and Country Club Community Association, Inc., which is established by the Master Documents, to administer the maintenance and operation of the common properties within the Southampton project, as described in the Master Documents.

5.17 “Master Declaration” or “Master Documents” means the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stonebridge Country Club, as recorded in Official Records Book 2040, Page 1. et seq., of the Public Records of Collier County, Florida, as they may be amended and supplemented from time to time, and all related exhibits thereto and documents, which constitute the governing documents for Stonebridge community, of which the Condominium is a part.

5.18 “Occupy” when used in connection with a Unit, shall mean and refer to the act of staying overnight in a Unit. Occupant refers to any person who occupies a Unit. “Primary Occupant” shall mean and refer to the natural person approved for occupancy when title to the Unit is held in the name of a trust, corporation or other entity. Said person shall, in all respects be deemed the Unit Owner and shall be responsible for all obligations of a Unit Owner.

5.19 “Owner” shall mean and refer to any person or entity who owns record fee simple title to a Condominium Unit in Carrington at Stonebridge, a Condominium. For purposes of interpreting the use and occupancy restrictions related to the condominium Units, as set forth in this Declaration, in situations where a Primary Occupant is to be designated for a Condominium Unit due to the nature of its ownership, this term shall mean and refer to the Primary Occupant and not the record owner.

5.20 “Primary Institutional Mortgage” shall mean and refer to that Institutional Mortgagee which, at the time a determination is made, holds more first mortgages on Units in the Condominium than any other Institutional Mortgagee, such determination to be made by reference to the number of Units encumbered and not by the dollar amount of such mortgages.

5.21 “Rules and Regulations” shall mean and refer to the Rules and Regulations promulgated by the Board of Directors concerning the use and occupancy of the Units, Common Elements, Limited Common Elements, Association Property and the operation of the Association.

5.22 “Unit” shall mean and refer to that part of the Condominium Property which is subject to exclusive ownership.

5.23 “Voting Interests” shall mean and refer to the voting rights distributed to the Association members. There are one hundred and thirty-six (136) Units. The total number of Voting Interest is one hundred and thirty-six (136).

## 6. DESCRIPTION OF IMPROVEMENTS/SURVEY AND PLANS

6.1 Survey and Plot Plans Attached to the original Declaration as part of Exhibit “B” and incorporated herein by reference as Exhibit “B”, is a survey of the Land and plot plans, which graphically describe the improvements in which Units are located, and which show all the Units, including their identification numbers, locations and approximate dimensions and the Common Elements and Limited Common Elements. Exhibit “B” to the original Declaration, together with this Declaration, is in sufficient detail to identify each Unit, the Common Elements and Limited Common Elements, and their relative locations and dimensions.

6.2 Unit Boundaries. Each Unit shall include that part of the building that lies within the following boundaries:

(A) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries, extended to their intersections with the perimeter boundaries:

(1) Upper Boundaries. In all Units located on floors below the top floor of the building, the upper boundary shall be the horizontal plane of the unfinished interior surface of the ceiling. In all Units located on the top floor, the upper boundary shall follow the contour of the unfinished interior surface of the ceiling of the Unit.

(2) Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the Unit.

(B) Perimeter Boundaries The perimeter boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit, as shown in Exhibit “B” to this Declaration, extended to their intersections with each other and with the upper and lower boundaries.

(C) Interior Walls. No part of the interior partition walls within a Unit shall be considered part of the boundary of a Unit.

(D) Apertures. Where there are apertures in any boundary, including, without limitation, windows and doors, the perimeter boundaries shall extend to the interior unfinished surfaces of such apertures, and their frameworks. Surfaces made of glass or other transparent material and all framings, casings and hardware therefor, shall be excluded from the Unit.

(E) Utilities. The Unit shall not be deemed to include any pipes, wiring, ducts or other utility installations that are physically within the above-described boundaries, but which serve other Units or the Common Elements. Such utility installations shall be Common Elements.

6.3 In cases not specifically covered in Section 6.2, or in any case of conflict or ambiguity, the graphic depictions of the Unit boundaries set forth in Exhibit “B” to the original Declaration shall govern and control in determining the boundaries of a Unit, except that the provisions of 6.2(D) shall control over said Exhibit “B”

7. RIGHTS AND OBLIGATIONS OF OWNERSHIP

7.1 Unit Identification. Each Unit in the Condominium shall be identified by a letter designation corresponding to the building in which the Unit is located, followed by a three-digit numerical designation, as shown in Exhibit "B" to the original Declaration. The first digit shall designate the floor upon which the Unit is located and the remaining two digits represent the Unit designation on that floor.

7.2 Ownership Share. The Condominium consists of one hundred and thirty-six (136) Units and each Unit Owner shall own an undivided 1/136th share in the Common Elements and the Common Surplus.

7.3 Appurtenance to Each Unit. The owner of each Unit shall have certain rights and own a certain interest in the Condominium Property, including, without limitation, the following:

(A) An undivided ownership share in the land and other Common Elements and the Common Surplus, as specifically set forth in Section 7.2 above.

(B) Membership in the Association, with the full voting rights appertaining thereto, which shall be acquired and exercised as provided in the Articles of Incorporation and By-Laws of the Association, as they may be amended from time to time.

(C) The non-exclusive right to use the Common Elements.

(D) The exclusive right to use the Limited Common Elements reserved for the Unit.

(E) The right of enjoyment of all easements provided to the Unit Owners by this Declaration or by the Master Documents, and of the Common Property of the Stonebridge community, as provided by the Master Declaration.

(F) An exclusive easement for the use of the air-space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time. An easement in airspace which is vacated shall be terminated automatically.

(G) Membership in Stonebridge Country Club Community Association, Inc., formerly known as the Southampton Golf and Country Club Community Association, Inc. (the "Master Association") with all the rights and obligations provided in the Master Documents.

(H) Other appurtenances as may be provided by law or by this Declaration.

Each unit, together with its appurtenances, constitutes a "Condominium Parcel."

7.4 Possession and Use. A Unit Owner is entitled to exclusive possession and use of his or her Unit. A Unit Owner is entitled to use the Common Elements and Common Property in accordance with the purposes for which they are intended, but no use may unreasonably interfere with the lawful rights of other Unit Owners or other persons having rights to use the Condominium Property. The use of the Units, Common Elements and Limited Common Elements shall be governed, by the Condominium Documents, and by the Rules and Regulations adopted by the Association, through its Board of Directors, as set forth in the Bylaws.

7.5 Master Declaration. All Owners shall be members of the Master Association and shall have all rights and obligations incident thereto, as established by the Master Documents, including but not limited

to the right to enjoy all common facilities and the duty to obey the rules and restrictions, and to pay Assessments.

## 8. COMMON ELEMENTS/EASEMENTS OVER COMMON ELEMENTS/ PARTITION

8.1 Definition. The term “Common Elements” shall mean all portions of the Condominium Property not included within the Units, as described in Section 6.2 above, and includes, without limitation the following:

(A) The Land submitted to the condominium form of ownership pursuant to this Declaration and any land added to the Condominium.

(B) All portions of the buildings and other improvements on the Land not included within the Units, including Limited Common Elements.

(C) Easements through Units and the Common Elements for conduits, ducts, plumbing, wiring, joint air conditioner line covers, and other facilities for the furnishing of utility services to Units and the Common Elements.

(D) An easement of support in every portion of the Condominium which contributes to the support of a building.

(E) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.

(F) The Recreation Parcel and all facilities thereon, including swimming pool.

8.2 Easements Each of the following easements and easement rights is reserved over, across and through the Condominium Property and is a covenant running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be revoked and shall survive the exclusion of the Condominium. None of the easements specified in this Section 8.2 may be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any lien encumbering these easements shall automatically be subordinate to the rights of Unit Owners with respect to such easements.

(A) Utility and Other Easements. The Association has the power, without the joinder of any Unit Owner, to grant easements such as water, sewer, electric, gas, irrigation, cable television, internet, or other utility or service easements, or relocate any existing easements in any portion of the Common Elements, and to grant access easements or relocate any existing access easements in any portion of the Common Elements, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Condominium. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Units. The Association may also transfer title to utility-related equipment, facilities or material, and to take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment, facilities or materials are to be so transferred.

(B) Encroachments. If any Unit encroaches upon any of the Common Elements, or upon any other Unit for any reason other than the intentional or negligent act of the Unit Owner, or if any Common Element encroaches upon any Unit, then an easement shall exist to the extent of that encroachment, for so long as the encroachment shall exist.



(C) Ingress and Egress. A non-exclusive easement shall exist in favor of each Unit Owner and Occupant, their respective guests and invitees for pedestrian traffic over, through and across sidewalks, streets, paths, walks and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved or intended for such purposes and for purposes of ingress and egress to the public ways.

(D) Natural Growth and Overhanging Troughs and Gutters. There shall be easements for overhanging natural growth of trees and shrubbery over the Units, Common Elements, and Limited Common Elements. There shall be easements for overhanging troughs and gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over the Units, Common Elements, and Limited Common Elements.

(D) Reserved for future use.

(E) Reserved for future use.

(F) Prior Easements Pursuant to that certain Declaration of Ingress-Egress Easements and that certain Declaration of Sanitary Sewer Easements executed and recorded prior to the date hereof, there are perpetual easements for ingress and egress and sanitary sewer service, respectively, in favor of all present and future owners of Tract CG-3 and certain other land in Collier County, Florida, more particularly described therein. Said easements require each owner of the land benefitted and burdened by such easements, including the Condominium Units, to pay a prorata share of the expenses incurred for the maintenance, repair, and replacement of the ingress/egress roadway and the sanitary sewer lines as provided therein.

8.3 Restraint Upon Separation and Partition. The undivided share of ownership in the Common Elements and Common Surplus appurtenant to a Unit cannot be conveyed or separately described. As long as the Condominium exists, the Common Elements cannot be partitioned. The shares in the funds and assets of the Association cannot be assigned, pledged, or transferred except as an appurtenance to the Units.

## 9. LIMITED COMMON ELEMENTS.

9.1 Description of Limited Common Elements. Certain Common Elements have been or may be designated as Limited Common Elements, reserved for the use of a particular Unit or Units, to the exclusion of the other Units. The Limited Common Elements and the Units to which their use has been designated are as described in this Declaration, and as further identified on the survey and plot plan in Exhibit "B" to the original Declaration. The following common elements are hereby designated as Limited Common Elements:

(A) Covered Parking Spaces. Each numbered covered parking space has previously been assigned to the exclusive use of a specific Unit, and the Owner or Occupant of that Unit shall have the exclusive use of that assigned covered parking space, along with that portion of the parking area between the covered parking space and the street, for ingress and egress. Each Unit has one covered parking space assigned to it.

(B) Lanais. The lanai attached to and exclusively serving a Unit shall be a Limited Common Element.

(C) Air Conditioning and Heating Equipment. All equipment, fixtures and installations located outside of a Unit, which furnish air conditioning or heating exclusively to that Unit, shall be Limited Common Elements.

(D) Others. Any part of the Common Elements, that is connected to and exclusively serves a single Unit and is specifically required in Section 12 of this Declaration to be maintained, repaired or replaced by, or at the expense of the Unit Owner, shall be deemed a Limited Common Element, whether specifically described above or not. This paragraph includes windows, screens and doors, including all hardware, locks and framings therefor.

9.2 Exclusive Use/Transfer of Use Rights. The exclusive use of a Limited Common Element is an appurtenance to the Unit or Units to which it is designated or assigned. The right to such use passes with the Unit, whether or not separately described, and cannot be separated therefrom. If the exclusive use of any assignable Limited Common Element was not, for any reason, assigned to the use of a specific Unit or Units by the developer, the Association may do so, or may designate another use. The right of exclusive use of each Limited Common Element passes with the Unit to which it is assigned, whether or not separately described, and cannot be separated from it; except that the use rights to a particular parking space or storage Unit may be exchanged between Units by written agreement between the Unit Owners desiring such exchange, with the prior written approval of the Association.

10. THE ASSOCIATION The operation of the Condominium shall be conducted by the Association, which shall perform and fulfill its functions pursuant to the following:

10.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached to this Declaration as Exhibit "C".

10.2 Bylaws. A copy of the Bylaws of the Association is attached to this Declaration as Exhibit "D".

10.3 Delegation of Management. The Board of Directors may contract for the management and maintenance of the Condominium Property and authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, keeping of records, enforcement of rules and regulations, and maintenance, repair and replacement of the Common Elements and Association Property with funds made available by the Association for such purposes. The Association and its Directors and officers shall, however, retain at all times the powers and duties provided in the Florida Condominium Act and the Condominium Documents.

10.4 Membership. The membership of the Association shall be comprised of Owners of the Units, as further provided in the Bylaws.

10.5 Acts of Association. Unless the approval or affirmative vote of the Unit Owners is specifically made necessary by some provision of the Florida Condominium Act or the Condominium Documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of Unit Owners. The officers and Directors of the Association have a fiduciary relationship to the Unit Owners. A Unit Owner does not have the authority to act for the Association by reason of being a Unit Owner.

10.6 Powers and Duties. The powers and duties of the Association shall include those set forth in the Florida Condominium Act, as it may be amended from time to time and the Condominium Documents. The Association may contract, sue, or be sued with respect to the exercise or nonexercise of

its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management and operation of the Condominium Property and Association Property. The Association has the power to enter into agreements to acquire leaseholds, memberships and other possessory or use interests in lands or facilities contiguous to the lands of the Condominium, for the use and enjoyment of the Unit Owners. The acquisition of additional real property by the Association shall not be deemed a material change in the appurtenances to the Units.

10.7 Purchase of Units. The Association has the power to purchase Units in the Condominium and to acquire and hold, lease, mortgage, and convey said Units, such power to be exercised by the Board of Directors without the need for authorization by the Unit Owners.

10.8 Disposition of Property. Any property owned by the Association, whether real, personal or mixed, may be mortgaged, sold or otherwise disposed of or encumbered by the affirmative vote of the Board of Directors, without need for authorization by the Unit Owners.

10.9 Official Records. The Association shall maintain its official records as required by the Florida Condominium Act or other applicable law. The official records shall include without limitation, current roster of all Unit Owners and their mailing addresses, Unit identifications, voting certifications and telephone numbers, if known. The records shall be open to inspection by Unit Owners or their authorized representatives, at all reasonable times. The right to inspect the records includes the right to make or obtain copies at the reasonable expense of the member seeking copies.

10.10 Limitation on Liability. Notwithstanding its duty to maintain and repair Condominium Property or Association Property, the Association shall not be liable to Unit Owners for injury or damage, other than the costs of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or Unit Owners or other persons.

10.11 Litigation. No judicial or administrative proceedings shall be commenced or prosecuted by the Association unless approved by a vote of seventy five percent (75%) of the total Voting Interests in the Association. This Section 10.11 shall not apply, however, to actions brought by the Association to enforce the provisions of the Condominium Documents (including without limitation the foreclosure of liens), or to counterclaims brought by the Association in proceedings instituted against it. This Section 10.11 shall not be amended unless such amendment is approved by the same percentage of total Voting Interests necessary to institute proceedings provided above.

10.12 Acquisition of Other Property. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as otherwise provided in Section 10.7 above, the power to acquire ownership interests in real property shall be exercised by the Board of Directors, but only after approval by at least a majority of the total Voting Interests in the Condominium.

10.13 Disclaimer, Waiver and Release of Claims Regarding Mold and Mildew. Mold occurs naturally in almost all indoor environments. Mold spores may also enter the Condominium Unit through open doorways, windows, or a variety of other sources. The Unit Owner acknowledges that the Condominium is located in a hot, humid climate ("Florida Environment"), which is conducive to the growth of mold and/or mildew. Mold and/or mildew may be present during or after construction in the indoor air and/or on the interior surfaces of the Unit, including, but not limited to, wall cavities, windows, and/or on the exterior surfaces of the Unit or any part thereof.

(A) What the Unit Owner Can Do. The Unit Owner can take positive steps to reduce

and/or eliminate the occurrence of mold growth in and around the Unit and thereby minimize the possibility of adverse effects that may be caused by mold. The following suggestions have been compiled from the recommendations of the U.S. Environmental Protection Agency, the Consumer Product Safety Commission, the American Lung Association, and the National Association of Home Builders, among others but they are not meant to be all-inclusive.

1. Before bringing items into the Unit, check for signs of mold. Potted plants (roots and soil), furnishings, stored clothing and bedding material as well as many other household goods could already contain mold which can then be spread to other areas of the Unit.

2. Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth.

3. Keep the humidity in the Unit low. Ventilate kitchens and bathrooms by opening the windows, by using exhaust fans, and/or by running air conditioning equipment to remove excess moisture in the air and to facilitate evaporation of water from wet surfaces.

4. Raise the temperature in areas where moisture condenses on surfaces, and open doors between rooms to increase air circulation in the Unit including doors to closets.

5. Have major appliances (e.g., furnaces, heat pumps, central air conditioners, ventilation systems, and humidifiers) inspected, cleaned and serviced regularly by a qualified professional.

6. Clean and dry refrigerator, air-conditioner and dehumidifier drip pans and filters regularly and be certain that refrigerator and freezer doors seal properly.

7. Inspect for condensation and leaks in and around the Unit on a regular basis. Look for discolorations or wet spots. Take notice of musty odors and any visible signs of mold.

8. Fix leaky plumbing and leaks in the exterior and interior surfaces of the Unit and all other sources of moisture problems immediately.

9. Promptly clean up spills, condensation, and other sources of moisture. Thoroughly dry wet surfaces and materials. Do not let water pool or stand in the Unit. Promptly replace materials that cannot be thoroughly dried such as drywall or insulation.

10. Do not let water pool or stand. If standing or excessive water is found, remove or seek professional help to remove it.

11. Perform routine visual inspections. Respond promptly upon seeing signs of moisture or mold. Thoroughly clean the affected area with mold mitigation products. After cleaning, dry the affected surfaces completely. Porous materials such as fabric, upholstery or carpet should be discarded. Should the mold growth be severe, qualified trained professionals may be needed to assist in the remediation effort.

12. Regularly maintain the Unit. For example, regularly caulk the windows, faucets, drains, tub and showers.

**(B) DISCLAIMER AND RELEASE OF CLAIMS. THE ASSOCIATION SHALL NOT BE RESPONSIBLE FOR THE PREVENTION OF MOLD AND/OR MILDEW OR**

**ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO ANY SPECIAL OR CONSEQUENTIAL DAMAGES, PROPERTY DAMAGES, PERSONAL INJURY, LOSS OF INCOME, EMOTIONAL DISTRESS, DEATH, LOSS OF USE, LOSS OF INCOME, DIMINUTION OR LOSS OF VALUE OF THE UNIT, ECONOMIC DAMAGES, AND ADVERSE HEALTH EFFECTS RELATING TO, ARISING FROM OR CAUSED BY MOLD AND/OR MILDEW ACCUMULATION REGARDLESS OF THE CAUSE OF SAID MOLD/MILDEW. EACH UNIT OWNER (BY VIRTUE OF HIS OR HER ACCEPTANCE OF TITLE TO HIS OR HER UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM PROPERTY (BY VIRTUE OR ACCEPTING SUCH INTEREST OR MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL CLAIMS, OBLIGATIONS, DEMANDS, DAMAGES, CAUSES OF ACTION, LIABILITIES LOSSES AND EXPENSES, WHETHER NOW KNOWN OR HEREAFTER KNOWN, FORESEEN OR UNFORESEEN, THAT PURCHASER, OWNER AND INTEREST HOLDER HAS, OR MAY HAVE IN THE FUTURE, IN LAW OR IN EQUITY ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH INDOOR AIR QUALITY, MOISTURE, OR THE GROWTH, RELEASE, DISCHARGE, DISPERSAL OR PRESENCE OF MOLD AND/OR MILDEW OR ANY CHEMICAL OR TOXIN SECRETED THEREFROM.**

11. ASSESSMENTS AND LIENS. The Association has the power to levy and collect assessments against each Unit and Unit Owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association, including regular assessments for each Unit's share of the Common Expenses as set forth in the annual budget, and special assessments for unusual, non-recurring or unbudgeted Common Expenses. The Association may also levy late fees or other special charges against any individual Unit for any amounts other than Common Expenses which are properly chargeable against such Unit under this Declaration or the Bylaws. "Special charge" means any legal or equitable indebtedness to the Association incurred by, or on behalf of, a Unit Owner, other than assessments for Common Expenses. Said obligation may arise by oral or written contract, by law or equity, or may be created by the Condominium Documents. Assessments shall be levied, and payment enforced, as provided in the Bylaws, and as set forth below.

11.1 Common Expenses. Common Expenses include all expenses of the operation, maintenance, repair, replacement and protection of the Common Elements and Association Property, the expenses of operating the Association and any other expenses properly incurred by the Association for the Condominium, including any amounts budgeted for the purpose of funding reserve accounts. The cost of water and sewer service to the Units and garbage collection shall be a Common Expense. If the Association contracts for pest control within Units or cable or master antennae television programming services in bulk for the entire Condominium, the cost of such services shall be a Common Expense, unless otherwise provided by the Condominium Act.

11.2 Share of Common Expenses. The Owner of each Unit shall be liable for a share of the Common Expenses of the Association equal to his or her share of ownership of the Common Elements and the common surplus, as set forth in Section 7.2 above.

11.3 Ownership. Assessments collected by or on behalf of the Association become the property of said Association. No Unit Owner has the right to claim, assign or transfer any interest therein, except as an appurtenance to his or her Unit. No Owner has the right to withdraw or receive distribution of his or her share of the Common Surplus, except as may otherwise be provided herein or by law.

11.4 Liability for Assessments Each Unit Owner, regardless of how title has been acquired,

including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments, or installments thereon, which come due while he or she is the Unit Owner. Additionally, a Unit Owner is jointly and severally liable with the previous owner for all unpaid assessments that come due up to the time of transfer of title. Except as provided in Section 21.3 below, this liability is without prejudice to any right of the transferee to recover from the transferor any amounts paid by the transferee.

11.5 No Waiver or Excuse from Payment. The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any common elements, by abandonment of the Unit for which the assessments are made or by interruption in the availability of the Unit or the common elements for any reason whatsoever. No Unit Owner may be excused from payment of his or her share of the Common Expenses, unless all Unit Owners are likewise proportionately excused from payment.

11.6 Application of Payments/Failure to Pay/Penalties/Interest. Assessments and installments paid thereon on or before fifteen (15) days after the due date, shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. Assessment shall be deemed paid when received by the Association. Assessments and installments thereon shall become due, and the Unit Owner shall become liable for said assessments or installments, on the date established in the Bylaws, or otherwise set by the Association, for payment. The Association may impose a late fee on delinquent assessments, to the extent permitted by law. Regardless of any restrictive endorsement on or accompanying a payment, all payments received on account shall be applied first to any accrued interest, then to any late payment fee, then to any costs, reasonable attorneys' fees and any other charges, and then to the delinquent assessment. No partial payment, which bears a restriction endorsement, shall be accepted. No payment by check is deemed received until the check has cleared the Association's account.

11.7 Acceleration. If any special assessment or quarterly installment, as to a Unit, remains unpaid for thirty (30) days after the due date and a claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Unit's annual Assessment and all special Assessments for the fiscal year in which the action is brought, as if said Assessment had originally been due on the date the Claim of Lien was recorded. The Association's lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, reasonable attorneys' fees and costs as provided by law, and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. Prior to exercising the right to accelerate, the Association shall deliver to the delinquent owner a notice of intent to do so, which notice shall be sent by certified or registered mail to the Owner's last known address and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intention to foreclose required by the Florida Condominium Act, or may be sent separately, at the option of the Association.

11.8 Liens. The Association has a lien on each Condominium Parcel securing payment of past due assessments, including interest and attorney's fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during, or after a lien foreclosure lawsuit. The lien is effective from and shall relate back to the recording of the original Declaration of Condominium. However, as to first mortgages of record, the lien is effective from and after recording of a Claim of Lien in the Public Records. The Claim of Lien must state the description of the Condominium Parcel, the name of the record Owner, the amount due, the name and address of the Association, and the due dates. The lien is in effect until barred by law. The Claim of Lien secures all unpaid assessments which may accrue subsequent to the recording of the Claim of Lien and prior to the entry of a Certificate of Title, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

11.9 Priority of Lien. The Association's lien for unpaid assessments shall be subordinate and inferior to the lien of any prior recorded first mortgage, but only to the least extent required by the Condominium Act, as it may be amended from time to time. The Association's lien shall relate back and be effective from the date the original Declaration was recorded in the public records and therefore is superior to, and takes priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded, except as otherwise expressly provided by law. Any lease of a Unit shall be subordinate and inferior to any claim of lien of the Association, regardless of when the lease was executed.

11.10 Foreclosure of Lien. The Association may bring an action in its name to foreclose its lien for unpaid assessments in the manner provided in the Florida Condominium Act and may also bring an action to recover a money judgment for the unpaid assessments without waiving any rights. The Association is entitled to recover reasonable attorneys' fees and costs incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid assessments. The Association may bid at any foreclosure sale. If the Unit Owner shall remain in possession of a Unit after a foreclosure judgment has been entered, said Unit Owner shall pay reasonable rental for the Unit, if required by the court, and if the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent.

11.11 Transfer of Ownership of Foreclosed Unit. If a foreclosure action is brought against the Owner of a Condominium Parcel and the interest of the Owner in said Condominium Parcel is sold, the Owner's membership in the Association shall be cancelled and membership shall be issued to the purchaser at the foreclosure sale.

11.12 Certificate as to Assessments. Within ten (10 business days after request by a Unit Owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all Assessments and other monies owed to the Association by the Unit Owner with respect to the Condominium Parcel have been paid, and if unpaid, the balance due and owing. Any person other than the Owner who relies upon such certificate shall be protected thereby.

11.13 Other Lien Rights. The Master Association has lien rights against individual Condominium Units for unpaid Assessments, pursuant to the Master Documents, which describe procedures for placing and foreclosing such liens.

12. MAINTENANCE, LIMITATION ON IMPROVEMENTS Responsibility for the maintenance, repair and replacement of the Condominium Property, and restrictions on its alteration and improvement shall be in accordance with the provisions below.

12.1 Association Maintenance. The maintenance, repair and replacement of all Common Elements and Association Property, and the covered parking spaces and storage Units, which are Limited Common Elements, shall be performed by the Association, and the cost thereof is a Common Expense, except as noted in Section 12.1(B) below.

(A) The Association's responsibilities shall include without limitation: All exterior building walls and such portions of the Unit as contribute to the support of any building, including all perimeter walls, load-bearing walls, columns, roofs and floors; all electrical conduit up to the circuit breaker servicing each Unit; rough plumbing; painting of the exterior surface of the main entrance door to and exterior walls of each Unit; covered parking spaces and other parking spaces and areas; and all other installations or equipment located within a Unit but serving another Unit, or located outside the Unit, for the furnishing of utilities to one or more Units or the Common Elements.

(B) The Association's responsibilities shall not include interior wall switches or receptacles; interior plumbing fixtures or other electrical, plumbing or mechanical installations located within the Unit.

(C) All incidental damage caused to a Unit or Limited Common Elements caused by or resulting from the maintenance, repair or replacement work or services performed, or ordered to be performed by the Association, shall be promptly repaired by and at the expense of the Association. Such repair shall restore the property as nearly as practical to its condition prior to the damage, and the cost shall be a Common Expense, except the Association shall not be responsible for the damage to any modification, installation, alteration, or addition made by a Unit Owner or his or her predecessor in title.

(D) The maintenance, repair and replacement of the covered parking spaces shall be performed by the Association and the cost thereof shall be a Common Expense

12.2 Unit Owner Maintenance Each Unit Owner is responsible, at his or her own expense, for all maintenance, repairs and replacement of his or her Own Unit and those portions of any Limited Common Elements not specifically required to be maintained by the Association, whether ordinary or extraordinary, including without limitation: Maintenance, repair and replacement of screens, windows and window glass; the entrance door and all other doors within or affording access to the Unit; lanais; the electrical, mechanical and plumbing fixtures and outlets, including connections; appliances; the circuit breaker panel serving the Unit; all portions of the heating and air conditioning equipment and the water heater serving the Unit; carpeting and other Unit floor coverings; door and window hardware and locks; other facilities or fixtures located entirely within the Unit which serve only the Unit; and all interior partition walls which do not form part of the boundary of the Unit.

(A) Any insurance proceeds paid to the Association with respect to any loss or damage within the Unit which is covered by the Association's casualty insurance, and which loss would otherwise be borne by the Unit Owner, shall be paid to the Unit Owner.

(B) The Unit Owner shall also have the following responsibilities:

(1) Interior Decorating. Each Unit Owner is responsible for all decorating within his or her own Unit, including without limitation, painting, wallpapering, paneling, floor covering, draperies, window coverings, lamps and other light fixtures, and other furnishings and interior decorating.

(2) Flooring. With the exception of kitchens, bathrooms, lanais, foyers and laundry rooms, the floors of all Units above the ground floor shall at all times be covered with wall-to-wall carpeting installed over high quality padding. Substitute floor coverings such as tile, marble, and Hardwood (parquet) with substantially equivalent sound-deadening qualities to that of carpet may be used in lieu of wall-to-wall carpeting so long as it is installed over a sound absorbent underlayment of such kind and quality as to substantially reduce the transmission of noise to adjoining Units. Substitute flooring shall only be permitted with the prior written approval of the Board of Directors and installed in accordance with the flooring specifications adopted by the Board of Directors. If the Unit Owner or occupant fails to obtain Board approval prior to such installation, the Board may in addition to exercising all other remedies provided in this Declaration, require the Unit Owner to cover the substitute floor covering with carpeting, or require removal of the substitute floor covering at the Unit Owner's expense. If any floor covering must be removed in order for the Association to perform any of its maintenance, repair, or replacement responsibilities, the Association shall not be responsible for any damage caused thereto or the cost of removal or reinstallation thereof.



(3) Window Coverings. The coverings and appearance of windows and doors, whether by draperies, shades, blinds or other window covering visible, from the exterior of the Unit, shall be subject to the Rules and Regulations of the Association and shall be white or off-white in color.

(4) Common Elements. Common Element walkways, driveways and other common areas shall not be obstructed, littered, defaced or misused in any manner. Lanais shall be used only for the purposes for which they are intended and shall not be used for hanging or drying clothing, outdoor cooking, cleaning of rugs or other household items, or storage of bicycles or other personal property.

(5) Modifications and Alterations. If a Unit Owner makes any modifications, installations or additions to his or her Unit or the Limited Common Elements, the Unit Owner shall be financially responsible for the insurance, maintenance, care and preservation of the modifications, installations or additions.

12.3 Air Conditioning Maintenance Contracts. If there shall become available to the Association, a program of contract service and maintenance for air conditioning compressors and/or air handlers serving individual Units, which the Association determines would be beneficial to the Unit Owners, then upon agreement by a majority of the Voting Interests present in person or by proxy and voting at a meeting of the Unit owners, or by a majority of total Voting Interests in writing, the Association may enter into such contractual undertakings. The expenses of such contractual undertakings shall be a Common Expense. All maintenance, repairs and replacements not covered by the contract shall be and remain the responsibility of the Unit Owner.

12.4 Alterations to Units and Limited Common Elements by Unit Owners. No Owner shall make or cause to be made any structural modifications or alterations to his or her Unit or its appurtenant Limited Common Elements, or in any way or manner change the exterior appearance of any portion of the Condominium (including, without limitation, any lanai area) without first obtaining the written consent of the Board of Directors; which consent shall be denied if the Board determines that the proposed modifications or alterations might adversely affect, or in any manner be detrimental to the Condominium, in whole or in part. Any glass, screen, curtain, blind, shutter, awning, carpeting, enclosure, coverings or other item which may be installed on any lanai is subject to restriction by the Board of Directors.

12.5 Flag Displays. Each Unit Owner shall be permitted to display a portable, removable United States flag in accordance with the Florida Condominium Act, so long as such display is done in a respectful manner.

12.6 Hurricane Shutters. The Board of Directors shall adopt hurricane shutter specifications for each building within The Condominium, which specifications shall include color, style and other factors deemed relevant by the Board. Specifications adopted by the Board shall comply with all applicable building codes. Unit Owners shall be permitted, with prior Board approval, to install or replace hurricane shutters which conform to the specifications adopted by the Board. The installation, replacement and maintenance of such shutters in accordance with the procedures set forth herein shall not be deemed a material alteration to the common elements.

12.7 Alterations and Additions to Common Elements. The protection, maintenance, repair, replacement and insurance of the Common Elements is the responsibility of the Association, and the cost thereof is a common expense. Material alterations or substantial additions may be made with Board approval; however, the Association shall make no such alterations or additions costing more than ten percent (10%) of the total annual budget (not including reserves) in the aggregate, in any calendar year, without prior approval of at least a majority of the Voting Interests. However, if work reasonably necessary

to protect, maintain, repair, replace or insure the Common Elements also constitutes a material alteration of or substantial addition to the Common Elements, no prior Unit Owner approval is required.

12.8 Enforcement of Maintenance. If, after reasonable notice, a Unit Owner fails to maintain his or her Unit or its appurtenant Limited Common Elements (if such maintenance is required in Section 12.2 above), the Association shall have the right to institute legal proceedings to enforce compliance or may take any and all other lawful actions to remedy such violation.

12.9 Negligence/Damage Caused by Condition in Unit. Each Unit Owner shall be liable to the Association and to other Unit Owners for the expense of any maintenance, repair or replacement made necessary by his or her act or negligence, or by that of any member of his or her family or his or her guests, employees, agents, invitees or lessees. Each Unit Owner has a duty to maintain his or her Unit in such a manner as to protect the Common Elements and other Units from foreseeable, preventable damage. If any condition, defect or malfunction existing within a Unit resulting from the Owner's failure to perform his or her duty, shall cause damage to the Common Elements or to property within other Units, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged property, for all costs of repair or replacement not covered and paid by insurance. If one or more of the Units involved is not occupied at the time the damage is discovered, the Association may enter the Unit without prior notice to the Owner and take reasonable actions to mitigate or prevent the spread of damage. The Association may, but is not obligated to, repair the damage, with the prior consent of the Unit Owner.

12.10 Association's Access to Units. The Association has an irrevocable right of access to the Units for the purpose of protecting, maintaining, repairing and replacing the Common Elements and for any other purpose permitted by law. The exercise of the Association's access rights shall be accomplished with due respect for the Units Owner's rights to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the Unit. No Unit Owner shall alter any lock or install a new lock to prevent access when the Unit is unoccupied, unless the Unit Owner provides the Association with a key to said new lock.

12.11 Architectural and Aesthetic Control. No building, structure, pool or other improvement shall be erected or materially altered, nor shall any grading, excavation, landscaping, change of exterior color scheme or other work which in any way materially alters the exterior appearance of the Condominium be performed without the prior written approval of the appropriate governing committee or entity of the Master Association. In obtaining written approval, the person applying shall comply with all applicable requirements and procedures of the Master Documents. Denial of approval for plans and specifications may be based on any reason, including purely aesthetic reasons.

13. RESTRICTIONS. The use of the Units and the Common Elements shall be in accordance with the following provisions:

13.1 Units. Each Unit shall be occupied at any time by only one family, its servants and guests, as a residence and for no other purpose whatsoever. The maximum occupancy of a Unit is two (2) persons per bedroom. The term "bedroom" as used herein shall be any room originally designated as such in the original plot and plan. No trade or business or commercial activity may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Condominium; (c) the business activity does not involve persons coming onto the Condominium who do not reside in the Condominium or door-to-door solicitation of the residents of the Condominium; and (d) the business activity is consistent with the residential character of the Condominium and does not constitute

a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Condominium as may be determined in the sole discretion of the Board of Directors. The use of a Unit as a public lodging establishment or as part of a fractional ownership or vacation club program shall be deemed a business or commercial use and is prohibited.

13.2 Occupancy in Absence of Owner. If the Owner and Owner's family who permanently reside with Owner are not in residence, and the Unit has not been leased, the Owner may permit the Unit to be occupied by his or her guests, but only in accordance with the following:

(A) Any one person related to a Unit Owner within the first degree by blood, adoption or marriage, and that person's spouse and members of that person's family within the first degree by blood or adoption, are permitted to occupy the Unit in the absence of the Owner, for a period not to exceed thirty (30) days. The number of occasions for this type of guest occupancy shall be limited to four (4) times in any twelve (12) month period.

(B) Guests not included within 13.2(A) above are permitted for only one (1) family occupancy in the Unit Owner's absence, and then only on the condition that the family consist of no more than two (2) persons per bedroom. Such guests may stay for no more than two (2) weeks, and the number of occasions for this type of guest occupancy in any Unit shall be limited to three (3) times in any calendar year.

(C) The Board of Directors may require all guests to be registered in advance.

(1) Exceptions. Upon prior written application of the Unit Owner, the Board of Directors may make such limited exceptions to the foregoing restrictions as may be deemed appropriate in the discretion of the Board, for the sole purpose of avoiding undue hardship or inequity. The making of any exceptions shall not be construed as a precedent for subsequent exceptions.

13.3 Guest Occupancy When Owner is Present. There is no restriction on the number of guests, whether related or unrelated to the Owner, who may be present in the Unit in the presence of the Unit Owner.

13.4 Reserved for future use.

13.5 Pets. The Owner of each Unit may keep in the Unit pets of a normal domesticated household type (such as a cat or dog). Unit Owners (regardless of the number of Owners or occupants for any one Unit) may maintain a maximum of two (2) household pets per Unit with a combined weight of no more than forty-five (45) pounds at maturity. The pets must be leashed or carried at all times while on Condominium Property outside of the Unit. The Owner shall immediately remove any animal droppings left by such Owner's pet upon any such property. The ability to keep such a pet is a privilege, not a right, and the Board of Directors is empowered to order and enforce the removal of any pet which becomes a source of unreasonable annoyance to other residents of the Condominium. No pets of any kind are permitted in leased Units. No reptiles, rodents, amphibians or livestock may be kept in the Condominium. Tropical fish or caged birds are permitted. Owners may not leave animals unattended in screened porches or on lanais. The Owner of any animal shall indemnify and hold harmless the Association and its members, directors, officers and agents from any claims made against them as a result of the animal. In the event that an animal has, in the sole opinion of the Board of Directors, become a nuisance or an unreasonable disturbance or danger, written notice will be given to the Owner or other person responsible for the animal, and the animal shall be removed from the Condominium Property within seven (7) days. Any pet properly on the Condominium Property that does not comply with this Section 13.5 at the time that this Amended

and Restated Declaration is recorded in the Public Records shall be grandfathered and permitted to remain on the Condominium Property until removal or demise.

13.6 Nuisances. No Owner shall use his or her Unit, or permit said Unit to be used in any manner which, by reasonable standards, is disturbing, detrimental or a nuisance to the occupants of another Unit, or which would not be consistent with the maintenance of the highest standards for a first-class residential condominium, nor shall any Owner use or permit the premises to be used in a disorderly or unlawful way. The use of each Unit shall be consistent with existing law and the Condominium Documents and the Master Documents, and Occupants shall at all times conduct themselves in a peaceful and orderly manner.

13.7 Signs. No Unit Owner may post or display "For Sale," "For Rent," "Open House" or other similar signs anywhere on the Condominium Property.

13.8 Motor Vehicles/Parking/Washing. No motor vehicle shall be parked or kept within the Carrington at Stonebridge complex except in a paved parking area (covered or uncovered). No open bed trucks except for pick-up trucks which are not used for commercial purposes, other than those temporarily present on business, may be parked or kept within the Carrington at Stonebridge complex. No commercial vehicle or any vehicle containing any commercial sign or lettering may be parked or kept within the Condominium complex. Boats, boat trailers, campers, travel trailers, mobile homes, motor homes, recreational vehicles, and the like, and any vehicles not in operable condition bearing current registration, are prohibited. For the purpose of the foregoing sentence, the term "kept" shall mean present for either a period of six (6) consecutive hours or overnight, whichever is more. Because the number of parking spaces is limited, an owner's right to keep more than two (2) motor vehicles in the Carrington at Stonebridge complex may be limited or regulated by the Board of Directors of the Association or the Master Association. Washing of vehicles within the Carrington at Stonebridge complex is prohibited. The term "commercial vehicle" as used herein means any vehicle that displays any signage, tools, or equipment that is of a commercial nature, or any vehicle with or without signage, tools, or equipment that is primarily designed to be used for commercial purposes, regardless of whether or not it is presently being used for commercial purposes.

Any vehicle that is parked in violation of the Association's restrictions or the Master Association's Restrictions may be towed or booted, whether it is on property owned by the Association, the Common Elements, or Limited Common Elements appurtenant to a Unit. No prior notice is required. All costs and expenses shall be borne by the Owner of the vehicle. Such costs and expenses shall not be considered a fine or suspension of the right to use the common facilities and do not preclude the Association from pursuing those remedies instead of or in addition to towing or booting a vehicle. The Association is not liable for any damage to a vehicle that is towed or booted by a licensed and insured contractor. Unit Owners and lessees are responsible for ensuring that all of the occupants of their Units, as well as guests, visitors, and invitees, comply with the Association's parking restrictions. Unit Owners are responsible to indemnify, defend, and hold the Association harmless from all claims against the Association on account of towing or booting a vehicle, including claims against the Association asserted by any occupant of the Unit as well as any guests, visitors, and invitees to a Unit, except only if it has been judicially determined that the Association is guilty of gross negligence or a higher degree of culpability.

13.9 Other Association All Owners shall abide by the Master Documents and all rules and regulations promulgated thereunder.

14. LEASING OF UNITS. The following restrictions shall apply to any type of occupancy of a Unit for which consideration has been paid by the occupant or on behalf of the occupant to any person or entity, including, by not limited to, the Unit Owner. Leasing includes occupancy pursuant to a license or transient

rental agreement. As used herein, the term “leasing” and all its derivations is synonymous with licensing and all its derivations, including, but not limited to, arrangements facilitated by Airbnb, FlipKey, VRBO, Tripping.com, House Trip, Luxury Retreats, HomeAway, and/or similar arrangements. All leases of Units must be in writing. A Unit Owner may lease only his or her entire Unit, and then only in accordance with this Section. Owners shall notify all insurance carriers providing coverage with respect to a Unit of all leases of the Unit. No room rental or sub-leasing or assignment of lease rights by the lessee or Unit Owner is allowed. The lessee must be a natural person as opposed to an artificial entity, such as a corporation, partnership, trust, etc. Any occupant not approved as part of the existing lease must be approved before taking occupancy.

#### 14.1 Procedures.

(A) Notice. An Owner intending to lease his or her Unit shall give to the Board of Directors, or its designee, written notice of such intention, at least fifteen (15) business days prior to the proposed lease, together with the name and address of the proposed lessee and all occupants, an executed copy of the proposed Lease, and such other information as the Board may reasonably require, including a fully completed application. The Board may require a personal interview with any lessee and his or her spouse or any other occupant, if any, as a condition of approval, and the Board may require prospective lessees to sign an acknowledgment that they have received a copy of the Rules and Regulations of the Association and agree to abide by such rules and regulations. The Association may determine the form of the application for approval of leases, prescribe a form of lease or addendum to be used by the Owners, and may conduct interviews and background checks and credit checks on all proposed occupants.

(B) Approval. After the required notice and all information or appearances requested have been provided and any fees set by the Board of Directors have been paid, the Board shall approve or disapprove the proposed lease within ten (10) business days. The Board’s failure to either approve or disapprove the lease within the time stated above, shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee.

(C) Disapproval. A proposed Lease shall be disapproved only if a majority of the Board so votes, and in such case the Lease shall not be made. A proposed lease may only be disapproved for good cause. In considering whether good cause exists the Board shall consider each applicant on a case-by-case basis and shall take into account mitigating factors such as the recency of the event and the detrimental impact on the community based on verifiable data and information. Appropriate grounds for disapproval shall include but shall not be limited to. the following:

(1) The Unit Owner is delinquent in the payment of assessments at the time the application is considered.

(2) The Unit Owner has a history of leasing the Unit without obtaining approval or leasing to problem lessees and/or refusing to control and accept responsibility for the occupancy of the Unit.

(3) The real estate company handling the leasing transaction on behalf of the Unit Owner has a history of not adequately screening lessee applicants, or of recommending undesirable lessees or entering into leases without prior Association approval.

(4) The application on its face appears to indicate that the person seeking approval or any proposed occupants intends to conduct himself or herself in a manner inconsistent with the covenants and restrictions applicable to the Condominium.

(5) The prospective lessee or any proposed occupant has been convicted of a crime involving violence to persons or property or is registered as a sexual predator and/or offender, or a crime involving sale or possession of a controlled substance, or a crime demonstrating dishonesty or moral turpitude.

(6) The prospective Lessee has a history of conduct which evidences disregard for the rights and property of others.

(7) The prospective Lessee evidences a strong probability of financial irresponsibility. The Board may establish a minimum credit score for this purpose.

(8) The prospective Lessee or any proposed occupant has, during previous occupancy, evidenced an attitude of disregard for the provisions in the Condominium Documents and Rules and Regulations.

(9) The prospective Lessee or any proposed occupant gave false information or incomplete information to the Association as part of the application procedure.

(10) The notice is not accompanied by any such application fee or security deposit as is required to be paid to the Association.

(11) The Owner fails to give proper notice to the Association of the intention to lease the Unit.

(D) Failure to Give Notice. Any lease entered into without notice to the Board of Directors in violation of the above provisions, shall, at the option of the Board, be treated as a nullity and the Board shall have the power to evict the lessee by summary proceedings without securing consent to such eviction from the Unit Owner.

(E) Applications/Assessments. Applications for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board may, from time to time, provide. The legal responsibility for paying Condominium Assessments may not be delegated to the lessee or to a rental agent. The Association may charge an application fee and collect a security deposit in the maximum amount allowed by law.

(F) Notice of Disapproval. Notice of disapproval shall be sent or delivered to the Unit Owner or his or her rental agent, if any. To facilitate approval of leases, the Board of Directors may by resolution delegate its approval powers to an ad hoc committee which shall consist of at least three (3) members, or to the managing agent. The Association has no obligation to provide an alternate lessee if the lease is disapproved.

14.2 Term of Lease and Frequency of Leasing. No Unit may be leased for a term of less than thirty (30) consecutive days. No unit may be leased more than four (4) times in any twelve (12) month period. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. However, the Board may, in its discretion, approve the same lease from year to year. For purposes of this restriction, the first day of occupancy under the lease shall conclusively determine in which year the lease occurs. No subleasing or assignment of lease rights by the lessee is allowed. Short-term transient accommodations and similar short-term leasing in violation of this Section 14.2 are prohibited and it shall be a violation of this Section 14.2 to enter into a lease or to advertise a Unit for lease in any manner inconsistent with this Section 14.2 or any provision of

the Declaration, the same to be enforced and remedied in the same manner as any violation of this Declaration and as provided herein.

14.3 Occupancy During Lease Term No one but the lessee and his or her family may occupy the Unit. The total number of overnight occupants of a leased Unit is limited to two (2) persons per bedroom. No pets are permitted. Guests may occupy leased Units when the lessee is also in residence. The total number of house guests in a leased Unit is limited to two (2) persons and their children, if any. Such guests may stay for a period not to exceed ten (10) days, and the number of occasions for this type of guest occupancy shall be limited to once in any ninety (90) day period. If a lessee absents himself from the Unit for any period of time during the lease term, his family authorized to occupy the Unit who are already in residence may continue to occupy the Unit and may have house guests subject to all the restrictions herein. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the Unit.

14.4 Use of Common Elements and Association Property. To prevent overtaxing the facilities, a Unit Owner whose Unit is leased may not use the recreation facilities or parking facilities on the Condominium Property during the lease term. The Unit Owner shall however have those access rights granted by law to a landlord.

14.5 Regulation by Association All the provisions of the Condominium Documents and the Rules and Regulations of the Association and the Master Documents shall be applicable and enforceable against any person occupying a Unit as a Lessee or Guest, to the same extent they would be enforceable against the Owner. A covenant on the part of each Lessee or Occupant to abide by the Rules and Regulations of the Association and Master Association, and the provisions of the Condominium Documents, designating the Association as the Owner's agent, with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether or not specifically expressed in such lease agreement. The Association may file suit to evict any tenants in its own name and without consent of the Owner in the event that any lessee violates the provisions of the Condominium Documents or the Rules or Regulations of the Association, or the Master Documents. In such cases, the Owner and the lessee shall be jointly and severally liable for all attorney's fees and costs, including those incurred prior to the filing of the lawsuit. The Association may require the payment of any security deposits as may be authorized by law in connection with the Leasing of Units.

Any Owner who is in arrears on the obligation to pay regular or special maintenance assessments or other financial obligation is deemed to have assigned the right to collect rents to the Association and, solely upon demand by the Association, the lessee shall make payment of all or such portion of the future rents that the Association specifies for so long as the Association specifies. The Association shall apply the rent to the Owner's unpaid account in accordance with the priority established under Section 718.116, Florida Statutes, as it may be amended from time to time, and shall promptly remit any excess over the amounts due on the account to the Owner.

14.6 Advertisements to Lease. No Owner nor any person or entity on their behalf shall publish or cause to be published any advertisement, notice, solicitation, or communication of any type in any form of media, including, but not limited to, television, radio, internet, website, newspaper, or magazine, that indicates or suggests that a Unit or portion thereof may be leased in any manner not specifically set forth herein, including, but not limited to, the number of allowed leases per Unit per year and the time restrictions/limitations per lease. Without limiting any remedies for violations authorized to the Association, all Owners are hereby deemed to authorize the Association to provide a copy of the relevant provisions of the Condominium Documents to any applicable leasing agent or realtor, or to the publisher

or operator of any such sites or media outlet(s), and to demand the immediate removal of the noncompliant advertisement.

15. OWNERSHIP AND TRANSFER OF UNITS. In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Units, inhibiting transiency, preventing fractional or vacation club type ownership, and facilitating the development of a stable, quiet community and enhancing peace of mind for all residents, the transfer of ownership of a Unit shall be subject to the following provisions. Note: Any person who was not approved as part of the conveyance to the present Unit Owner must be approved in advance of taking occupancy as provided herein, and for good cause may be disapproved, regardless of whether or not said person shall be obtaining an ownership interest in the Unit.

15.1 Forms of Ownership:

(A) Individual Person. A Unit may be owned by an individual natural person who has qualified and been approved as elsewhere provided herein.

(B) Co-Ownership. Co-ownership of Units may be permitted under some circumstances. If co-ownership is to be by more than two (2) persons, the Board shall condition its approval upon the designation in writing of not more than two approved natural persons as Primary Occupant, and such persons shall at all times comply with the use and occupancy restrictions provided elsewhere in this Declaration. The occupancy or use of the Unit by other persons shall be as if the Primary Occupant were the only actual owner. Any change in the Primary Occupant shall be treated as a transfer of ownership, subject to the provisions of this Section 15. No more than one such change will be approved in any twelve (12) month period.

(C) Ownership by Corporations, Partnerships or Trusts. A Unit may be owned by a corporation, partnership, trust or by other entity, which is not a natural person, if approved in the manner provided for other transfers. However the intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Unit may be used as short-term transient accommodations for several individuals or families. The approval of a corporation, partnership, trust or other entity as a Unit Owner shall be conditioned upon designation of not more than two natural persons to be the Primary Occupant. The occupancy or use of the Unit by other persons shall be as if the Primary Occupant is the only actual Owner. Any change in the Primary Occupant shall be treated as a transfer of ownership, subject to the provisions of this Section 15. No more than one such change will be approved in any twelve (12) month period.

(D) Life Estate. A Unit may be subject to a life estate, either by operation of law or by an approved voluntary conveyance. In that event, the life tenant shall be the only member from such Unit, and occupancy of the Unit shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holder(s) of the remainder interest shall have no occupancy right unless separately approved by the Association. The life tenant and remainder persons shall be jointly and severally liable for all Assessments and charges against the Unit. If there is more than one Life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights.

(E) Designation of Primary Occupant. If any Unit Owner fails to designate a primary occupant when required to do so, the Board of Directors may make the initial designation for the Owner and shall notify the Owner in writing of its action.



## 15.2 Transfers of Ownership.

(A) Sale or Gift. No Unit Owner may dispose of a Unit or any interest therein by sale or gift (including agreement for deed) without prior written approval of the Board of Directors, except to another previously approved Unit Owner.

(B) Devise or Inheritance. If any Unit Owner acquires title by devise or inheritance, said Owner's right to occupy or use the Unit shall be subject to the approval of the Board of Directors. The approval shall not be denied to any transferee who, at the time of such transfer is the prior Owner's lawful spouse at the time of death or related to the owner by blood or adoption within the first degree.

(C) Other Transfers. If any Unit Owner acquires title in any manner not discussed in the foregoing subsections, that person shall have no right to occupy or use the Unit before being approved by the Board of Directors the continuance of said ownership shall be subject to the approval of the Board of Directors under the procedures outlined in Section 15.3 below.

(D) Delegation of Approval Powers. To facilitate transfers proposed during the times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to an ad hoc committee, which shall consist of at least three (3) members, or to the managing agent. The Chairman of the committee shall be deemed a Vice-President of the Condominium Association, and such shall be empowered to execute Certificates of Approval on behalf of the Association.

## 15.3 Procedures.

### (A) Notice to Condominium Association.

(1) Sale or Gift. An Owner intending to make a sale or gift of his or her Unit, or any interest therein, shall give the Board of Directors or its designee, written notice of such intention, at least fifteen (15) business days prior to the date of the intended closing date, together with the name and address of the proposed purchaser or donee and all occupants, a fully executed copy of the sales contract, if any, and such other information as the Board may reasonably require. The Board may require a personal interview of any prospective purchaser or donee and spouse, if any, and any proposed occupant as a condition of approval.

(2) Devise Inheritance or Other Transfers. The personal representative or transferee must notify the Board of Directors of his or her ownership and submit a certified copy of the instrument evidencing his or her ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy right unless approved by the Board but may sell or lease the Unit following the procedures detailed in this section or Section 15 above.

(3) Failure to Give Notice. If no notice is given, the Board, at its election, may approve or disapprove the transfer without prior notice. If any Owner fails to obtain the Association's approval prior to selling an interest in a Unit, such failure shall create a rebuttable presumption that the seller and the purchaser intend to violate the covenants of this Declaration and shall constitute good cause for Association disapproval. If the Board disapproves the transfer, the Association shall proceed as if it received notice on the date of such disapproval; however, the proposed transferee may provide the Board with the required notice and request reconsideration.

(B) Board Action. Within fifteen (15) business days of receipt of the required notice and all information and appearances requested, or not later than sixty (60) days after the notice required by

Section 15.3(A)(1) above is received, whichever occurs first, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President of the Association, in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within the period stated above, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a Certificate of Approval to the transferee.

(C) Disapproval.

(1) With Good Cause. Approval of the Association shall be withheld for good cause only if a majority of the whole Board so votes. In determining if good cause exists the Board has the discretion to take into account mitigating factors, including, but not limited to, the recency of events. Good cause reasons for disapproval include, but are not limited to, the following:

(a) The person seeking approval or their spouse or any other person which is a proposed occupant is a registered sex offender or sexual predator in Florida or any other state, or has been convicted of a crime involving violence to persons or property, a crime involving possession or sale of a controlled substance, or a crime demonstrating dishonesty or moral turpitude;

(b) The person seeking approval has a record of financial irresponsibility, including, without limitation, prior bankruptcies, foreclosures, or bad debts;

(c) The application on its face gives the Board reasonable cause to believe that the applicant intends to conduct himself or herself in a manner inconsistent with the covenants and restrictions applicable to the Condominium;

(d) The person seeking approval or any of the proposed occupants has a history of disruptive behavior or disregard for the rights or property of others;

(e) The person seeking approval, their spouse, or any other proposed occupant has evidenced an attitude of disregard for Association rules by his or her conduct in this Condominium as a tenant, Unit Owner, or occupant of a Unit;

(f) The person seeking approval, their spouse, or any other proposed occupant has failed to provide the information, fees, or interviews required to process the application in a timely manner or has provided false information during the application process.

(g) The transaction, if a sale or gift, was concluded by the parties without having sought and obtained the prior approval required herein.

(2) Without Good Cause. With the notice required above, the Owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the Association shall furnish an approved alternate purchaser who shall purchase the Unit at the same price and upon substantially the same terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the Unit determined as provided below. The Association's approval shall not be denied unless a majority of the whole Board so votes. If the Board disapproves without good cause, and if the Owner or transferee has made the demand set forth above, then within thirty (30) days after the Board meeting at which the disapproval took place, the Board shall deliver in writing to the Owner the name of an approved purchaser (which may be the Association) who will purchase the Unit at the same price, and upon substantially the same terms, as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, then

the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, the fair market value determined by the arithmetic average of appraisals by two state-certified property appraisers, one selected by the Owner and the other by the Association. The cost of the appraisals, and all other closing costs in cases where no sales contract is involved, shall be shared equally by the purchaser and selling Owner, except that the purchaser shall pay for his/her own title insurance and all costs of mortgage financing. Real property taxes and Condominium Assessments shall be pro-rated to the day of closing and the parties shall bear their own attorneys' fees, if any. The closing shall take place not longer than sixty (60) days after the date of Board disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurs last. Failure or refusal to close by either party shall be a breach of contract and entitle the other party to seek specific performance or damages. If the Board fails to deliver the name of the approved purchaser within thirty (30) days as required above, then the original proposed purchaser shall be deemed to be approved, despite the Board's former disapproval, and upon demand a Certificate of Approval shall be issued.

(D) Association's Right to Assign Obligation. If the Board notifies the Unit Owner of its disapproval without cause and accompanies its notice of disapproval with the required deposit, the Association's obligation to purchase the Unit as provided herein may be assigned to any member or members of the Association or to any third party approved by the Board. The member or members to whom the Association's obligation to purchase may be assigned shall be determined solely by the Association.

(E) Failure to Consummate Transaction. Thereupon the selling Unit Owner may either close the proposed sale of his Unit with the Association or a member or members to whom its obligation to purchase the Unit has been assigned or withdraw the offer specified in his or her notice to the Board. If neither the Association nor an assignee close the proposed sale under the terms and conditions of said notice, the deposit previously delivered by the Association to the Unit Owner shall be forfeited by the Association and retained by the Unit Owner who may then consummate the transaction with the party who made the original bona fide offer. To perfect title in his or her transferee, an affidavit executed by the selling Unit Owner specifying the manner in which the terms hereof have been complied with shall be recorded with the deed conveying title to the Unit being sold.

(1) The person seeking approval has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude.

(2) The person seeking approval has a record of financial irresponsibility, including, without limitation, prior bankruptcies, foreclosure or bad debts.

(3) The application for approval on its face indicates with strong likelihood that the person seeking approval will conduct himself or herself in a manner inconsistent with the covenants and restrictions applicable to the Condominium.

(4) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others, as evidenced by his or her conduct in other social organizations or associations, or by his or her conduct in this Condominium as a tenant, Unit owner or occupant of a Unit.

(5) The person seeking approval failed to provide the information, fees or appearances required to process the application in a timely manner.

(6) The transfer was a sale and was concluded without Association approval.

15.4 Exception. The provisions of Sections 15.2 and 15.3 are not applicable to the acquisition of title by an institutional first mortgagee who acquires title through the mortgage, whether by foreclosure or by deed in lieu of foreclosure but the Association's approval shall be required for the subsequent resale or lease of a Unit by such mortgagee.

15.5 Unapproved Transfers. Any sale or transfer which is not approved pursuant to the terms of this Section 15 shall be void, unless subsequently approved in writing by the Board. The Association is not obligated to provide an alternate purchaser if the transaction is denied for good cause.

15.6 Fees and Deposits. Where, in this Declaration, the Board's approval is required for the sale, lease or other transfer of an interest in a Unit, the Association may charge the owner a predetermined fee for processing the approval; such fee not to exceed fee as may be permitted from time to time by The Florida Condominium Act. To the extent permitted by law, the Association may require Lessees to provide a security deposit to the Association as a condition of approval.

16. INSURANCE. In order to adequately protect the Association, the Association Property and the Condominium Property required by the Florida Condominium Act to be insured by said Association, adequate insurance shall be obtained and maintained in force at all times, in accordance with the following provisions:

16.1 Duty and Authority to Obtain. The Board of Directors shall obtain and maintain in force, the insurance coverage which it is required to carry, and may obtain and maintain in force, any or all additional insurance coverage it deems necessary or desirable. All insurance obtained and maintained shall be for the benefit of the Association and all Unit Owners and their mortgagees. The insured shall be said Association and the Unit Owners without naming them, and their mortgagees, as their interests shall appear.

16.2 Required Coverage. The Association shall obtain and maintain adequate insurance coverage on all the buildings and the Common Elements, as well as all Association Property, in an amount determined annually by the Board of Directors and as required by Section 718.111(11) Florida Statutes; such insurance to afford at least the following protection:

(A) Property Insurance. All buildings and other improvements upon the Land shall be insured in an amount equal to the maximum insurable replacement value thereof, exclusive of foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its value; such insurance to afford protection against loss or damage by fire, extended coverage (including windstorm) vandalism, malicious mischief, and all other hazards covered by the standard all risk or multi-peril property contract.

(B) Liability Insurance. Premises and operations liability insurance for bodily injury and property damage in such limits of protection, and with such coverage as required by the Board of Directors of the Association, with cross liability endorsement to cover liabilities of the Unit Owner as a group to a Unit Owner.

(C) Automobile Insurance. Automobile liability insurance for bodily injury and property damage for all owner and/or non-owned motor vehicles in such limits of protection and with such coverage as may be required by the Board of Directors of the Association.

(D) Workers' Compensation Insurance. Workers' Compensation Insurance in compliance with the requirements of law.

(E) Fidelity Bond. The minimum amount as required by Florida law.

(F) Directors, Officers, and Committee Members' Liability (Errors and Omissions).

16.3 Optional Coverage. The Association may obtain and maintain such other insurance coverage as the Board of Directors shall deem to be in the best interests of said Association and Unit Owners. Some examples of optional coverages include, without limitation, the following:

A. Flood insurance.

B. Broad Form Comprehensive General Liability Endorsement.

C. Insurance for water leakage, seepage and wind-driven rain.

16.4 Premiums. Premiums for all insurance obtained and maintained by the Association shall be paid by said Association and collected from the Unit Owners as a Common Expense.

16.5 Availability of Policies. A detailed summary of the coverage included in the insurance policies, and copies of said policies shall be available for inspection by Unit Owners at reasonable times.

16.6 Reserved for future use.

16.7 Waiver of Subrogation. If available, and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogation as to any claim against Unit Owners, the Association, or their respective servants, agents or guests, except for any claim based upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

16.8 Unit Owner Coverage. Each Unit Owner is responsible for insuring his or her own Unit, and the personal property therein; all floor, wall and ceiling coverings; all built-in cabinets, appliances, water heaters, and electrical fixtures serving the Unit and all alterations, additions and improvements made to the Unit or the Common Elements by the Owner or his or her predecessors in title. Each Unit Owner is expected to carry homeowner's insurance, with endorsements for leakage, seepage and wind-driven rain, additions and alterations, and special assessment loss protection or recognize that he or she bears financial responsibility for any damage to his or her property or liability to others that would otherwise be covered by such insurance. Every insurance policy issued to an individual Unit Owner shall provide that the coverage afforded by such policy is excess over the amount recoverable under any other policy covering the same property, without subrogation rights against the Association. At the Board of Directors' sole option, Unit Owners may be required to obtain a flood policy for their individual Unit in an amount set by the Board. Each of these policies shall name the Association as an additional insured.

16.9 Insurance Proceeds. Insurance proceeds paid on policies maintained by the Association shall be payable to the Association. The duty of said Association shall be to receive such proceeds as are paid and to hold and disburse the same for the purposes stated herein, and for the benefit of the Unit Owners and their respective mortgagees, in the following shares:

(A) Common Elements and Limited Common Elements. Proceeds on account of damage to Common Elements shall be held in as many undivided shares as there are Units; the share of each Unit Owner being the same as his or her share in the Common Elements.

(B) Units. Proceeds on account of damage within Units shall be held in undivided

shares based on the prorated amount of damage within each damaged Unit as a percentage of the total damage within all Units.

(C) Mortgagees. If a mortgagee endorsement to any Association Master Policy has been issued as to a Unit, the shares of the mortgagee and the Unit Owners shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against Units, except to the extent that insurance proceeds exceed the actual cost of repair or restoration of the damaged building or buildings. No mortgagee shall have any right to determine or participate in determining whether improvements will be repaired or reconstructed after casualty.

The foregoing notwithstanding, insurance proceeds on account of any National Flood Insurance Policy, if any, covering specific Units purchased by the Association or various Unit Owners shall be used only to repair or replace the unit to which the respective policy applies, and that Unit's appurtenant share of the common elements, and no other Unit Owners or Unit may benefit from said proceeds. If the Condominium is not to be repaired or reconstructed, the proceeds shall accrue to the benefit of the respective Unit Owners and his or her mortgagees, if any.

16.10 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to, or for the benefit of the Unit Owners, in the following manner:

(A) Cost of Repair or Reconstruction. If the damage for which the proceeds are paid is to be repaired or reconstructed by the Association, the proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying said costs shall be distributed to the beneficial Owners, with remittances to Unit Owners and their mortgagees being payable jointly to them.

(B) Failure to Repair or Reconstruct. If it is determined, in the manner provided elsewhere in this Declaration, that the damage for which proceeds are paid shall not be repaired or reconstructed, the remaining proceeds shall be distributed to the beneficial Owners, with remittances to Unit Owners and their mortgagees being payable jointly to them. If the Condominium is terminated, the proceeds shall be distributed according to Section 718.117(17), Florida Statutes.

16.11 Association as Agent. The Association is hereby irrevocably appointed as agent for each Unit Owners, and for each mortgagee and Owner of any other interest in the Condominium Property, to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the Condominium Property.

16.12 Deductibles. The Board of Directors shall establish the amount of the deductibles under the insurance policies it obtains on behalf of the Association, and other features as it deems desirable and in its business judgment in the best interest of the Association. The deductibles shall be paid by the Association as a common expense.

17. REPAIR OR RECONSTRUCTION AFTER CASUALTY. If any part of the Condominium Property is damaged by casualty, whether and how it shall be repaired or reconstructed, shall be determined as follows.

17.1 Damage to Units. Where loss or damage occurs within one or more Units, any Association insurance proceeds received on account of the loss or damage shall be used as provided above. The Association shall be responsible for reconstruction and repair, including the costs thereof in excess of the insurance proceeds from Association insurance, for all portions of the Unit that it insures and/or is otherwise

required to maintain, repair, or replace pursuant to this Declaration or the law. The Unit Owner shall be responsible for reconstruction and repair, including the costs thereof in excess of the insurance proceeds from his or her or its insurance, for all portions of the Unit and/or Limited Common Elements that the Owner insures and/or is otherwise required to maintain, repair, or replace pursuant to this Declaration or the law. The Unit Owner shall commence such repairs within thirty (30) days of the date the damage occurred and shall complete the repairs within ninety (90) days. The foregoing notwithstanding, if the Board of Directors determines, in its sole and exclusive discretion, that due to the nature or the extent of the damage to the Unit or Units that it is in the best interest of the Association that all the reconstruction and repair be made by the Association, then the Association shall be entitled to receive all insurance proceeds, contract for the repairs, make the repairs, and thereafter distribute the excess unused proceeds of the Owner's insurance, if any, to the Owners.

17.2 Less Than "Very Substantial Damage" to Common Elements. Where loss or damage occurs to the Common Elements, but the damage is less than "Very Substantial," as hereinafter defined, it shall be mandatory for the Association to repair, restore and rebuild the damaged property caused by the loss, and the following procedures shall apply:

(A) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration and shall negotiate and contract for the repair and reconstruction of the premises.

(B) If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction of the Common Elements, the Association shall promptly, upon determination of the deficiency, levy a special assessment against all Unit Owners in proportion to their shares in the Common Elements, for said deficiency. Such special assessment need not be approved by the Unit Owners. The special assessment funds shall be added to the funds available for repair and restoration of the property.

17.3 "Very Substantial Damage" to Common Elements. As used in this Declaration, the term "very substantial" damage shall mean loss or damage whereby one-half (1/2) or more of the Units are rendered uninhabitable in the event such "very substantial" damage occurs, then:

(A) The Board of Directors shall promptly obtain reliable and detailed estimates of the costs of repair and reconstruction of the damage.

(B) A meeting of the Unit Owners shall be called by the Board of Directors, to be held not later than sixty (60) days after the casualty, to determine whether the Unit Owners desire to rebuild or reconstruct, or alternatively, terminate the Condominium, subject to the following:

(1) If the insurance proceeds and reserves available for repair and reconstruction are sufficient to cover the costs thereof, so that no special assessment is required, the Condominium Property shall be repaired or reconstructed unless no less than four-fifths (4/5) of the Voting Interests shall vote for termination, or unless the then applicable zoning or other regulatory laws will not permit such repair and reconstruction, in which case the Condominium shall be terminated.

(2) If the insurance proceeds and reserves available for repair and reconstruction are not sufficient to cover the costs thereof, so that a special assessment is required, then unless not less than four-fifths (4/5) of the Voting Interests shall vote in favor of such special assessment, and against termination of the Condominium, it shall be terminated and the property removed from the provisions of the Florida Condominium Act. If not less than four-fifths (4/5) of the voting interests approve

the special assessment, the Association, through its Board, shall levy such assessment and shall proceed to negotiate and contract for such repairs and reconstruction. The special assessment funds shall be added to the funds available for repair and reconstruction of the damaged property.

(C) If any dispute arises as to whether “Very Substantial” damage has occurred, a determination by the Board of Directors shall be binding upon all persons, unless it can be established that such finding is arbitrary or capricious.

17.4 Application of Insurance Proceeds It shall be presumed that the first monies disbursed for repair and reconstruction shall be from insurance proceeds. If there is a balance of funds remaining after payment of all costs of repair and reconstruction, such balance shall be distributed to the Unit Owners or may be allocated to general purposes or reserves at the discretion of the Board of Directors.

17.5 Equitable Relief. In the event of damage to the Common Elements which renders any Unit untenantable, and the damage is not repaired or reconstructed within a reasonable period of time, the Owner of the untenantable Unit may petition a court for equitable relief; which relief may include a termination of the Condominium, and a partition. For purposes of this provision, it shall be conclusively presumed that repair or reconstruction has occurred within a reasonable period of time if substantial work is commenced within one (1) year following the damage and is completed within twelve (12) months thereafter. In the case of “very substantial” damage, the Condominium will be rebuilt. The Board of Directors shall commence and complete construction as soon as practicable under the circumstances.

17.6 Plans and Specifications. Any repair or reconstruction shall be substantially in accordance with the plans and specifications for the original buildings, or according to other plans and specifications as are approved by the Board of Directors and by the owners of a majority of the Units, and the primary institutional mortgagee. Such approvals may not be unreasonably withheld.

## 18. CONDEMNATION

18.1 Deposit of Awards with Association. The taking of all or any part of the Condominium Property by condemnation or eminent domain shall be deemed to be a casualty to that portion, which is taken, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Association, and if any Unit Owner(s) shall fail to do so, a special charge shall be made against said Unit Owner(s) in the amount of his or her award, or the amount of the award shall be set off against any sums payable to that Unit Owner.

18.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be repaired or reconstructed after a casualty.

18.3 Disbursement of Funds. If the Condominium is terminated following condemnation, the proceeds of all awards and special assessments will be deemed to be Association Property and shall be owned and disbursed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the Owners of condemned Units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of proceeds after a casualty.



18.4 Association as Agent. The Association is hereby irrevocably appointed as each Unit Owner's agent and attorney-in-fact for purposes of negotiation and/or litigation with the condemning authority, for the purpose of realization of just compensation for the taking.

18.5 Units Reduced but Tenantable. If the taking reduces the size of a Unit, and the remaining portion of the Unit can be made tenantable, the awards for the taking of a portion of that Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

A. Restoration of Unit. The Unit shall be made tenantable. If the cost of the reconstruction exceeds the amount of the award, the additional funds required shall be paid by the Owner of the Unit.

B. Distribution of Surplus. The balance of the award, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, with the remittance being made payable jointly to the Owner and mortgagees.

C. Adjustment of Shares in Common Elements. If the floor area of a Unit is reduced by the taking, the number representing the share in the Common Elements appurtenant to the Unit shall be reduced in the proportion by which the floor area of the Unit is reduced by the taking, and then the shares of all Unit Owners in the Common Elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

18.6 Unit Made Untenantable. If the taking is of any entire Unit or so reduces the size of a Unit that it cannot be made tenantable, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

(A) Payment of Award. The fair market value of the Unit immediately prior to the taking shall be paid to the Owner of the Unit and to each mortgagee of the Unit, with the remittance being made payable jointly to the Owner and mortgagee(s).

(B) Addition to Common Elements. If possible and practical, the remaining portion of the Unit shall become a part of the Common Elements and shall be placed in condition for use by some or all Unit Owners in the manner approved by the Board of Directors.

(C) Adjustment of Shares in Common Elements. The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Units. This shall be done by restating the shares of continuing Unit Owners in the Common Elements as percentages of the total of the numbers representing the shares of these as they existed prior to the adjustment.

(D) Assessments. If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned Unit to the Unit Owner, and to condition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be procured by special assessment against all Unit Owners who will continue as owners of Units after the changes in the Condominium affected by the taking. The assessments shall be made in proportion to the shares of those Owners in the Common Elements after the changes affected by the taking.

(E) Appraisal. If the fair market value of a Unit, prior to the taking, cannot be determined by agreement between the Unit Owner and the Association within thirty (30) days after notice

by either party, the value shall be determined by appraisal in accordance with the following: The Unit Owner, the first mortgagee, if any, and the Association shall each appoint one M.A.I. appraiser, who shall appraise the Unit and determine the fair market value by computing the arithmetic average of their appraisals of the Unit, and a judgment of specific performance upon the value arrived at by the appraisers may be entered in any court of competent jurisdiction. The cost of appraisal shall be paid by the party selecting the appraiser.

18.7 Taking of Common Elements Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the Condemnation. If a Unit is mortgaged, the remittance shall be paid jointly to the Owner and mortgagee(s) of the Unit.

18.8 Amendment of Declaration. The changes in Units, the Common Elements and the ownership of the Common Elements that are necessitated by condemnation shall be accomplished by amendment to this Declaration. Such amendment need only be approved by a majority of the Board of Directors, and the consent of Unit Owners or any mortgagee(s) is not required for any such amendment.

19. TERMINATION. The Condominium may be terminated in the following manner, or in any other manner provided by the Florida Condominium Act not inconsistent with the provisions of this section.

19.1 Agreement. The Condominium may be terminated at any time by approval, in writing, of at least four-fifths (4/5) of the Voting Interests, and approval of the primary institutional mortgagee.

19.2 Very Substantial Damage. If, as result of casualty, the Condominium suffers "very substantial" damage as defined in Section 17.3 above, and it is not decided as therein provided, that it will be repaired or reconstructed, the condominium form of ownership will thereby terminate without agreement.

19.3 Ownership Upon Termination. Upon termination, the former Unit Owners shall become the Owners, as Tenants in Common, of all Condominium Property, and the assets of the Association in the same undivided shares in which each Owner previously owned the Common Elements. All liens shall be transferred to the undivided share of the Tenant in Common in the Condominium Property attributable to the Unit originally encumbered by the lien, in the same priority.

19.4 Evidence of Termination. The termination of the Condominium shall be evidenced by a recorded instrument (Certificate of Termination executed by the Association President and Secretary) evidencing the required consent of the Unit Owners to the termination. The termination shall become effective when the instrument is recorded in the Public Records of Collier County, Florida.

19.5 New Condominium. The termination of the Condominium does not bar the creation of another condominium affecting all or any portion of the same property.

19.6 Partition/Sale. Following termination, the Condominium may be partitioned and sold upon the application of any Unit Owner. If, following a termination, the Owners of at least four-fifths (4/5) of the Units vote to accept an offer for the sale of the property, all Unit Owners shall be legally bound to execute deeds and other documents reasonably required to effectuate the sale. In such event, any action for partition of the property shall be abated pending the sale, and upon consummation of such sale, shall be discontinued by all parties thereto.

19.7 Last Board. The members of the last Board of Directors shall continue to have the powers granted in this Declaration for the purpose of winding up the affairs of the Association, notwithstanding the fact that said Association itself may be dissolved upon termination.

19.8 Provisions survive Termination. The provisions of this Section 19 shall survive the termination of the Condominium until all matters covered by those provisions have been completed.

20. OBLIGATION OF OWNERS.

20.1 Duty to Comply/Action for Damages. Each Unit Owner, each Guest, Tenant and other Invitee, and the Association, shall be governed by and shall comply with the provisions of the Florida Condominium Act, this Declaration, the documents creating the Condominium Association, the By-Laws and the Rules and Regulations, and the Master Declaration and documents creating the Master Association, as they all may be amended from time to time. The provisions thereof shall be deemed expressly incorporated into any lease of a Unit. Actions for damages, or for injunctive relief, or both, for the failure to comply with the provisions of the above-referenced documents may be brought by the Association or a Unit Owner against:

- A. The Association.
- B. A Unit Owner.
- C. Any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.
- D. Any Tenant leasing a Unit, and any other Invitee occupying a Unit.

20.2 Attorney's Fees. An alleged failure of a Unit Owner, Guest, Tenant or other Invitees or the Association to comply with the requirements of the Florida Condominium Act or the condominium documents, or the Master Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney's fees, including costs and fees on appeal.

20.3 Waiver of Rights. The failure of the Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents, shall not constitute a waiver of the right of such Association or Unit Owner to enforce such right, provision, covenant or condition in the future. A provision of the Florida Condominium Act may not be waived by a Unit Owner if the waiver would adversely affect the rights of the Owner, or defeat the purpose of the provision, except that Unit Owners or Directors may waive notice of specific meetings, as provided in the By-Laws. Any written instrument or instruction given by a prospective purchaser or Unit Owner to an escrow agent may be relied upon by the escrow agent, whether or not such instruction and the payment of funds thereunder might otherwise constitute a waiver of any provision of the Florida Condominium Act.

20.4 No Election of Remedies. All rights, remedies and privileges granted to the Association or Unit Owners under any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies or privileges as may be granted by the Condominium Documents, or at law or in equity.

## 21 RIGHTS OF MORTGAGEES

21.1 Approvals. Written consent or joinder of any institutional mortgagee of a Unit shall only be required for any amendment to the Declaration which would materially affect the rights or interest of that mortgagee, or as otherwise required by the Florida Condominium Act. Such consent or joinder shall not be unreasonably withheld. Such consent or joinder shall be required for any amendment which changes the configuration or size of a Unit in any material fashion, materially alters or modifies the appurtenances to a Unit or changes the proportion by which the owner of a Condominium Parcel shares in the Common Expenses and owns the Common Surplus.

21.2 Notice of Casualty or Condemnation. In the event of condemnation, eminent domain proceedings or very substantial damage to, or destruction of, any Unit or any part of the Common Elements, the record holder of any first mortgage on an affected Unit shall be entitled to notice.

21.3 Mortgage Foreclosure. Except as otherwise provided by law, if the mortgagee of a first mortgage of record acquires title to a Condominium Parcel by foreclosure of the mortgage, or by a deed given in lieu of foreclosure of said mortgage, such mortgagee shall be liable for the unpaid assessments that became due prior to the mortgagee's receipt of the deed. However, the mortgagee's liability is limited to a period not exceeding six (6) months, but in no event does the first mortgagee's liability exceed one percent (1%) of the original mortgage debt. The first mortgagee's liability for such expenses or assessments does not commence until thirty (30) days after the date the first mortgagee received the last payment of principal or interest. In no event shall the mortgagee be liable for more than six (6) months of the Unit's unpaid Common Expenses or Assessments accrued prior to the acquisition of title to the Unit by the mortgagee, or one percent (1%) of the original mortgage debt, whichever is less. Any unpaid share of Common Expenses from which such acquirer is exempt from liability becomes a Common Expense, collectible from all Unit Owners, including such acquirer and his successors and assigns. No Owner or acquirer of title to a Condominium Parcel by foreclosure or by deed in lieu of foreclosure may, during the period of its ownership of such parcel, whether or not the parcel is occupied, be excused from the payment of any assessments coming due during the period of such ownership.

21.4 Redemption. If proceedings are instituted to foreclose any institutional mortgage or lien on any Unit, the Association, on behalf of one or more Unit Owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon and thereby be subrogated to all of the mortgagee's or lienor's rights of action, or the Association may purchase the Unit at the foreclosure sale. An institutional mortgagee shall have an unrestricted, absolute right to accept title to the Unit in settlement and satisfaction of the mortgage or to foreclose its mortgage in accordance with its terms, and to bid upon the Unit at the foreclosure sale. If the Association, or any of its members, redeem the mortgage or cure the default, it or they shall have a lien against the Unit for all sums expended in connection therewith, and shall have the same rights to collect such sums as in the case of past due assessments.

21.5 Right to Inspect Books. The Association shall make available to institutional mortgagees requesting same, current copies of the Declaration, By-Laws, and other rules concerning the Condominium and the books, records and financial statements of the Association. "Available" shall mean ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies shall be at the expense of the mortgagee requesting same.

21.6 Financial Statement. Any institutional mortgagee is entitled, upon written request, to a copy of the financial statement of the Association for the immediately preceding fiscal year.

21.7 Lender's Notices. Upon written request to the Association, any institutional mortgagee

shall be entitled to timely written notice of:

(A) Any delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds a mortgage which is in existence for a period of sixty (60) days or longer.

(B) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(C) Any proposed action that requires the consent of a specified percentage of mortgage holders.

22. Reserved for future use.

23. AMENDMENT OF DECLARATION. Amendments to this Declaration shall be proposed and adopted in the following manner.

23.1 Proposal. Amendments to this Declaration may be proposed by the Board of Directors, or by written petition signed by the Owners of one-tenth (1/10) of the Units.

23.2 Procedure. Upon any amendment(s) to this Declaration being proposed as provided above, the proposed amendment(s) shall be submitted to a vote of the Owners, not later than the next annual meeting, subject to the minimum notice requirements imposed by law.

23.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Condominium Documents, this Declaration may be amended by two-thirds (2/3) of the Voting Interests present in person or by proxy and voting at any annual or special meeting called for that purpose, provided that notice of each proposed amendment has been duly given to the Unit Owners in accordance with law. Alternatively, amendments may be adopted without a meeting following the procedure set forth in Section 3.14 of the By-Laws. The Board of Directors may amend the Condominium Documents to correct scrivener's errors or omissions and amend and restate the Condominium Documents in order to consolidate into one document amendments previously adopted by the members or the Board of Directors. Amendments adopted by the Board shall occur at a duly noticed Board meeting, with adoption of the amendments set forth on the agenda.

23.4 Certificate/Recording. A copy of each adopted amendment shall be attached to a certificate reciting that the amendment was duly adopted as an amendment to this Declaration, which certificate shall be in the form required by law and shall be executed by officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are properly recorded in the Public Records of Collier County, Florida.

23.5 Material Amendments. Except as permitted elsewhere in this Declaration or by the Florida Condominium Act, no amendment may change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion by which the Owner of a Condominium Parcel shares the Common Expenses and owns the Common Surplus, unless the record Owner of the Unit and his or her institutional mortgagee(s) consents or joins in the execution of the amendment, and unless a majority of total Voting Interests approve such amendment, except that said majority vote is not required for any amendment required by a governmental agency. This provision shall not apply to changes caused by condemnation or a taking by eminent domain. The acquisition of property by the Association and material alterations or substantial additions to such property or the Common Elements by the Association pursuant to the Florida Condominium Act, or pursuant to the By-Laws, shall

not be deemed to constitute a material alteration or modification of the appurtenances to the Units.

23.6 Reserved for future use.

23.7 Enlargement of Common Elements. The Common Elements designated by this Declaration may be enlarged to add real property acquired by the Association by amendment of this Declaration. The amendment shall describe the interest in the property and shall submit the property to the terms of this Declaration. The amendment must be approved by at least two-thirds (2/3) of the Voting Interests. The amendment shall divest the Association of title, and vest title in the Unit Owners as part of the Common Elements, without naming them and without further conveyance, in the same manner and proportion as the undivided shares in the Common Elements that are appurtenant to the Units.

23.8 Correction of Errors. If there is an omission or error in this Declaration, or in other documents required by Florida law to establish the Condominium, the Association may correct the error or omission by following the procedures set forth in the Florida Condominium Act.

24. MISCELLANEOUS.

24.1 Severability. The invalidity or unenforceability, in whole or in part, of any covenant or restriction or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, or any of its exhibits, shall not affect the remaining portions hereof.

24.2 Applicable Statutes. The validity, application and construction of this Declaration and its exhibits shall be governed by the laws of the State of Florida, particularly the Florida Condominium Act, as it may be amended from time to time.

24.3 Conflicts. In the event of any conflict between any provision of this Declaration and the Florida Condominium Act, as it may be amended from time to time, said Florida Condominium Act shall govern and control. If there is a conflict between this Declaration and the Condominium Association's Articles of Incorporation or By-Laws, or the Rules and Regulations, this Declaration shall govern and control. In the event of any conflict or ambiguity between any provision of this Declaration and the Master Declaration, or where this Declaration is silent on a particular matter or issue which is addressed in the Master Declaration, said Master Declaration shall govern and control.

24.4 Interpretation. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties, unless such interpretation is wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable, shall conclusively establish the validity of such interpretation.

24.5 Exhibits. There is hereby incorporated into this Declaration, and its exhibits, as they may be amended from time to time, any provision which is required by the Florida Condominium Act or other applicable law or regulation, to be part of this Declaration, or which would be ineffective unless contained herein.

24.6 Use of the Term "Carrington at Stonebridge". No person shall use the term "Carrington at Stonebridge" or any derivative thereof or logo in any printed, electronic or promotional material without the prior written consent of the Association. However, Owners may use the term "Carrington at Stonebridge" in printed or promotional material where such term is used solely to specify the particular property is located within Carrington at Stonebridge for the purpose of selling or leasing the property.

24.7 Headings. The headings used in the Condominium Documents are for reference purposes only and do not constitute substantive matter to be considered in construing the terms and provisions of these documents.

**25. DISCLAIMER OF LIABILITY OF ASSOCIATION. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, OR ANY RULES AND REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING, BINDING ON OR ADMINISTERED BY THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTIES INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OR ANY SUCH PERSONS, WITHOUT LIMITING THE FOREGOING:**

**25.1 IT IS THE EXPRESS INTENT OF THE CONDOMINIUM DOCUMENTS THAT THE ENFORCEABLE PROVISIONS WHICH GOVERN OR REGULATE THE USES OF THE PROPERTIES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTIES AND THE VALUE THEREOF;**

**25.2 THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, COLLIER COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTUOUS ACTIVITIES.**

**25.3 ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO THE HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.**

**25.4 EACH OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON ANY PORTION OF THE PROPERTIES SHALL BE BOUND BY THESE DISCLAIMERS AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED HEREIN.**

**25.5 AS USED HEREIN "ASSOCIATION" SHALL INCLUDE WITH ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.**

#### **EXHIBITS**

Exhibit "A" – Description of Real Property by reference only and not attached hereto  
Exhibit "B" – Survey and Plot Plan by reference only and not attached hereto  
Exhibit "C" – Amended and Restated Articles of Incorporation  
Exhibit "D" – Amended and Restated Bylaws

**AMENDED AND RESTATED**  
**ARTICLES OF INCORPORATION**  
**OF**  
**CARRINGTON AT STONEBRIDGE CONDOMINIUM ASSOCIATION, INC.**

Pursuant to Chapter 617, Florida Statutes, the Articles of Incorporation of Carrington at Stonebridge Condominium Association, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on April 30, 1996, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Chapter 617, Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments adopted pursuant to Chapter 617 and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation shall henceforth be as follows:

**ARTICLE I**

**NAME:** The name of the corporation herein called the "Association", is CARRINGTON AT STONEBRIDGE CONDOMINIUM ASSOCIATION, INC., and its address is as listed with Florida Department of State Division of Corporations.

**ARTICLE II**

**PURPOSE AND POWERS:** The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act for the operation of Carrington at Stonebridge, a Condominium, located in Collier County, Florida.

Capitalized terms shall have the same meaning as set forth in the Declaration of Condominium of Carrington at Stonebridge, a Condominium, unless the context requires otherwise.

The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any Member, Director or officer of the Association. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida and of a condominium association under the Florida Condominium Act, except as expressly limited or modified by these Articles, the Declaration of Condominium, and the Bylaws, and it shall have all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Condominium Documents as they may hereafter be amended, including but not limited to the following:

(A) To make and collect assessments from Members of the Association to defray the costs, expenses and losses of the Condominium, and to use the proceeds of assessments in the exercise of its powers and duties.

(B) To maintain, repair, replace and operate the Condominium Property and Association Property.

(C) To purchase insurance upon the Condominium Property and Association Property for the protection of the Association and its Members.



(D) To reconstruct improvements after casualty and to make further improvements of the property.

(E) To make, amend and enforce reasonable rules and regulations governing the operation of the Association and the use, maintenance, occupancy, alteration, transfer, and appearance of the Units, Common Elements, and Limited Common Elements, and the operation of the Association.

(F) To approve or disapprove the transfer of ownership, leasing, ownership and occupancy of Units, as provided by the Declaration of Condominium.

(G) To enforce the provisions of the Florida Condominium Act, the Declaration of Condominium, these Articles, and the Bylaws and any Rules and Regulations of the Association.

(H) To contract for the management and maintenance of the Condominium and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration of Condominium to be exercised by the Board of Directors or the membership of the Association.

(I) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Condominium.

(J) To enter into agreements, or acquire leaseholds, memberships, and other board or use interests in lands or facilities such as country clubs, golf courses, marinas, and recreational facilities. It has the power whether or not the lands or facilities are contiguous to the lands of the Condominium, if they are intended to provide enjoyment, recreation, or other use or benefit to the Unit Owners.

(K) To borrow or raise money for any of the purposes of the Association, and from time to time without limit as to amount, to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable instruments and evidences of indebtedness; and to secure the payment of any thereof, and of the interest thereon, any mortgage, pledge, conveyance or assignment of trust, of the whole or any part of the rights or property of the Association, whether at the time owned or thereafter acquired.

(L) To grant, modify, or move any easement in the manner provided in the Declaration.

All funds and the title to all property acquired by the Association shall be held for the benefit of the Members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws.

### ARTICLE III

#### MEMBERSHIP:

(A) The Members of the Association shall be all record owners of a fee simple interest in one or more Units in the Condominium, as further provided in the Bylaws; after termination of the Condominium the Members shall consist of those who are Members at the time of such termination.

(B) The share of a Member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his or her Unit.

(C) The owners of each Unit, collectively, shall be entitled to the number of votes in

Association matters as set forth in the Declaration of Condominium and the Bylaws. The manner of exercising voting rights shall be as set forth in the Bylaws.

#### ARTICLE IV

TERM: The term of the Association shall be perpetual.

#### ARTICLE V

BYLAWS: The Bylaws of the Association may be altered, amended, or rescinded in the manner provided therein.

#### ARTICLE VI

AMENDMENTS: Amendments to these Articles shall be proposed and adopted in the following manner:

(A) Proposal. Amendments to these Articles shall be proposed by a majority of the Board or upon petition of the owners of one-tenth (1/10) of the Units by instrument, in writing, signed by them.

(B) Procedure. Upon any amendment or amendments to these Articles being proposed by said Board or Unit Owners, such proposed amendment or amendments shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can be given.

(C) Vote Required. Except as otherwise required for by Florida law, these Articles of Incorporation may be amended by vote of a majority of the Voting Interests who are present and voting, in person or by proxy, at any annual or special meeting called for the purpose, or by approval in writing of a majority of the Voting Interests without a meeting, provided that notice of any proposed amendment has been given to the Members of the Association, and that the notice contains a fair statement of the proposed amendment. The Board of Directors may amend these Articles to correct scrivener's errors or omissions and amend and restate the Articles in order to consolidate into one document amendments previously adopted by the Members or the Board. Amendments adopted by the Board shall occur at a duly noticed Board meeting, with adoption of the amendments set forth on the agenda.

(D) Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Collier County, Florida, with the formalities required by the Condominium Act.

#### ARTICLE VII

DIRECTORS AND OFFICERS:

(A) The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.

(B) Directors of the Association shall be elected by the Members in the manner determined by the Bylaws. Directors may be removed and vacancies of the Board of Directors shall be filled in the manner provided by the Bylaws.

(C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its meeting following the annual

meeting of the Members of the Association or at a meeting thereafter within ten (10) days after the election of new Directors and shall serve at the pleasure of the Board.

## ARTICLE VIII

### INDEMNIFICATION:

(A) Indemnity. The Association shall indemnify any officer, Director, and/or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director, officer, or committee member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, Directors, and committee members as permitted by Florida law.

(B) Defense. To the extent that a Director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section (A) above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him or her in connection therewith.

(C) Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, officer, or committee member to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Association as authorized by this Article VIII.

(D) Miscellaneous. The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a Director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

(E) Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, committee member, employee, or agent of the Association, or a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article VIII.

(F) Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article VIII may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

**AMENDED AND RESTATED**  
**BYLAWS**  
**OF**  
**CARRINGTON AT STONEBRIDGE CONDOMINIUM ASSOCIATION, INC.**

Pursuant to Chapter 617, Florida Statutes, the Bylaws of Carrington at Stonebridge Condominium Association, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on April 30, 1996, are hereby amended and restated in their entirety. The Amended and Restated Bylaws shall henceforth be as follows:

1. GENERAL. These are the Bylaws of CARRINGTON AT STONEBRIDGE CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association," a corporation not for profit organized under the laws of Florida for the purpose of operating a condominium pursuant to the Florida Condominium Act.

1.1 Principal Office. The principal office of the Association shall be at the Condominium in Naples, Collier County, Florida, or at such other location as the Board of Directors may designate.

1.2 Seal. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not for profit." The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.3 Definitions. The definitions provided in the Declaration of Condominium shall apply to the terms used in these Bylaws.

2. MEMBERS

2.1 Qualification. The Members of the Association shall be the owners of legal title to the Units. The foregoing is not intended to include persons who hold their interest merely as security for the performance of an obligation. In the case of a Unit subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the Unit for purposes of determining voting and use rights. Membership shall become effective upon the occurrence of the last to occur of the following events:

(A) Recording in the Public Records of a deed or other instrument evidencing legal title to the Unit in the Member;

(B) Approval of the Association as provided for in the Declaration;

(C) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title;

(D) Delivery to the Association, if required, of a written designation of a primary occupant.

2.2 Voting Rights. The Members of the Association are entitled to one (1) vote for each unit owned by them. The total number of votes shall equal the total number of Units. The total number of possible votes (the "Voting Interests") is equal to the total number of Units. The vote of a Unit is not

divisible. If a Condominium Unit is owned by one natural person, his or her right to vote shall be established by the record title to the Unit. If a Unit is owned jointly by two or more natural persons who are not acting as trustees, the Unit's vote may be cast by any one of the record owners. If two or more owners of a Unit are unable to agree amongst themselves how their one vote shall be cast, that vote shall not be counted for any purpose. If the owner of a Unit is not a natural person or is a trustee, the vote of that Unit shall be cast by the Unit's primary occupant designated as set forth in the Declaration.

2.3 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decisions shall be expressed by the same person who would cast the vote of such Unit at an Association meeting, unless the joinder of record owners is specifically required.

2.4 Change of Membership. Following written approval of the Association, as elsewhere required herein, a change of membership in the Association shall be established by the new Member's membership becoming effective as provided in 2.1 above; and the membership of the prior owner shall thereby be automatically terminated.

2.5 Termination of Membership. The termination of membership in the Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the condominium during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former owner or Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

### 3. MEMBERS' MEETINGS; VOTING.

3.1 Annual Meeting. There shall be an annual meeting of the Unit Owners. The annual meeting shall be held in Collier County, Florida, each year during the first quarter of each calendar year at a day, place and time designated by the Board of Directors, for the purpose of transacting any business duly authorized to be transacted by the Members, and for the further purpose of electing Directors. At the time of the annual meeting, the ballots cast in the annual election of Directors shall be counted and results announced.

3.2 Special Members' Meetings. Special Members' meetings must be held whenever called by the President or by a majority of the Board of Directors, and must be promptly called by the Board upon receipt of a written request from the Members entitled to cast ten percent (10%) of the votes of the entire membership. Such requests shall be in writing, shall state the purpose or purposes of the meeting, and shall be signed by all Members making the request. Business at any special meeting shall be limited to the items specified in the request and contained in the notice of meeting.

3.3 Notice of Meetings. Written notice of all meetings of Unit Owners must state the time, date, and place of the meeting. The notice must be mailed or electronically transmitted to each Member at his or her address as it appears on the books of the Association. The Member bears the responsibility for notifying the Association of any change of address. The notice must be mailed, electronically transmitted, or delivered to each Member at least fourteen (14) days prior to the date of the meeting. Notice of any members meeting may be delivered in person or electronically if a written waiver of mailing is obtained. An affidavit of the officer or other person making such mailing, transmission, or delivery shall be retained in the Association's records as proof of mailing or delivery if required by law. If ownership of a Unit is transferred after notice has been mailed, no separate notice to the new Owner is required. Attendance at any meeting by a Member constitutes waiver of notice by that Member unless the Member objects to the lack of notice at the beginning of the meeting. A Member may waive notice of any meeting at any time,

but only by written waiver.

3.4 Notice of Annual Meeting; Special Requirements. Written notice of the annual meeting, which notice shall incorporate an identification of agenda items to be discussed at the annual meeting, shall be delivered to each Unit Owner at least fourteen (14) days prior to the date of the annual meeting and in addition shall be posted in a conspicuous place on the condominium property at least fourteen (14) continuous days preceding the annual meeting.

3.5 Quorum. A quorum at meetings of Unit Owners shall be attained by the presence, either in person or by proxy, of at least one-third (1/3) of the Voting Interests. Limited and general proxies may be used to establish a quorum. Once a quorum has been attained, the subsequent withdrawal of members from a meeting does not affect the existence of a quorum for the remainder of that meeting.

3.6 Participation in Meetings of Unit Owners. Unit Owners shall have the right to participate in meetings of Unit Owners with reference to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration and manner of such Unit Owner participation.

3.7 Recording or Videotaping of Unit Owners' Meetings. Any Unit Owner may tape, record or videotape any meeting of the Unit Owners, subject to reasonable rules adopted by the Division and the Board but may not post such recordings on any website or other media which can be readily viewed by persons who are not Members of the Association.

3.8 Vote Required. The acts approved by a majority of the Voting Interests represented at a meeting at which a quorum has been attained shall be binding upon all Unit Owners for all purposes, except where a higher vote is required by the Florida Condominium Act or by any provision of the Declaration of Condominium, Articles of Incorporation or these Bylaws.

3.9 Proxies. At a meeting of the Unit Owners, votes may be cast in person, or by proxy where appropriate. A proxy may be given by any person entitled to vote, but shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Unit Owner executing the same. To be valid, a proxy must be in writing, dated, signed by all applicable owners, or by the person authorized in writing by all Owners to cast the vote for the Unit, and specify the date, time and place of the meeting for which it is given. Holders of proxies need not be Members. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. Limited proxies may be used by Unit Owners to establish a quorum and for votes taken to waive or reduce reserves, to waive financial statement requirements, to amend the Declaration of Condominium, Articles of Incorporation or Bylaws and for any other matter for which the Florida Condominium Act permits or requires a vote of Unit Owners. General proxies may be used to establish a quorum, for matters for which limited proxies are not required and for voting non-substantive changes to items for which a limited proxy is required and was given. Proxies may not be used in the election of members of the Board of Directors of the Association.

3.10 Adjourned Meetings. Any duly called meeting of the Members may be adjourned to a later time by vote of the majority of the Voting Interests present, regardless of whether a quorum has been attained. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, if the adjourned meeting was properly noticed, provided that a quorum is then present, in person or by proxy.

3.11 Order of Business. The order of business at all Unit Owner meetings shall be substantially as follows:

- (A) Call of the roll or certification of quorum.
- (B) Proof of notice of meeting or waiver of notice.
- (C) Reading or disposal of minutes of previous Unit Owner meeting.
- (D) Reports of Officers.
- (E) Reports of Board of Directors
- (F) Reports of Committees.
- (G) Election of Directors (where applicable).
- (H) Unfinished Business.
- (I) New Business.
- (J) Adjournment.

3.12 Minutes. Minutes of all meetings of members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by members or their authorized representatives and Board members at all reasonable times. Minutes must be reduced to written form within thirty (30) days after the meeting at which they were taken.

3.13 Parliamentary Rules of Conduct. Roberts' Rules of order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the law, with the Declaration, or with the Bylaws. The President may appoint a Parliamentarian whose decision on questions of Parliamentary Procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

3.14 Action by Members Without Meeting. Any action required or permitted to be taken at a meeting of the Members may be taken by mail without a meeting, if written consents, setting forth the action to be taken, are signed by the Members having not less than the minimum number of votes that would be necessary to take such action at a meeting. Action by Members without a meeting shall be undertaken in the manner required by Chapter 617, Florida Statutes.

3.15 Participation at Meeting by Remote Communication. Unless prohibited by the Florida Condominium Act, if authorized by the Board of Directors as provided in Section 617.0721, F.S., and subject to such guidelines and procedures as the Board of Directors may adopt, Members and proxy holders who are not physically present at a meeting may, by means of remote communication:

- (A) Participate in the meeting.
- (B) Be deemed to be present in person and vote at the meeting if:

(1) The corporation implements reasonable means to verify that each person deemed present and authorized to vote by means of remote communication is a Member or proxy holder; and

(2) The corporation implements reasonable measures to provide such Members or proxy holders with a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Members, including an opportunity to communicate and to read or hear the proceedings of the meeting substantially concurrent with the proceedings.



#### 4. BOARD OF DIRECTORS

4.1 Administration of Condominium Association. The administration of the affairs of the Association shall be conducted by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration of Condominium, Articles of Incorporation and these Bylaws, shall be exercised by the Board, subject to approval or consent of the Unit Owners only when such is specifically required.

4.2 Number and Terms of Service. The number of Directors which shall constitute the whole Board of Directors shall be five (5). However, the Board may, by majority vote of the whole Board prior to the first notice of election each year, create additional seats or remove seats, provided that the size of the Board shall never be less than three (3) nor more than seven (7) and shall always be an odd number. All Directors shall be elected for two (2) year terms. A Director shall serve until his or her successor is duly elected, unless he or she shall sooner resign or is recalled as provided in Section 4.7 below. Directors shall be elected by the Members on the day of the annual meeting, or in the case of a vacancy, as provided in Section 4.6 below. It is the intention of these Bylaws that the previously established system of staggered terms shall be maintained. To maintain staggered terms, the Board may hold seats in future elections open for one- or two-year terms, when necessary or appropriate. In any election where candidates are elected for different terms, those candidates receiving the higher number of votes shall be elected to the lengthier term. In the event that there is no election, such as in a case where there are fewer pre-qualified candidates than open seats, the Directors who are seated shall agree amongst themselves which shall serve the two-year terms, and which shall serve the one-year terms. This decision shall be recorded in the minutes of a duly noticed Board of Directors' meeting. In the event the Directors cannot agree on which among them shall serve the lengthier and shorter terms, the Board shall hold a "run-off" election, wherein those receiving the most votes will be elected to a lengthier term.

4.3 Qualifications. Directors must be Unit Owners or spouses of Unit Owners. In the case of a Unit owned by a corporation, any officer is eligible for election to the Board. If a Unit is owned by a partnership, any partner is eligible to be a Director. If a Unit is held in trust, the trustee, grantor, or settlor of the trust, or any one of the beneficial Owners is eligible to be elected to the Board. In addition, any person designated as the voting representative under Section 2.2 may serve as a Director. No Director shall continue to serve on the Board after he ceases to be a Unit Owner or the entity or person through which he was previously qualified to serve is no longer a Unit Owner.

4.4 Nominations and Elections. On the day of each annual meeting, the Members shall elect by written ballot as many Directors as there are regular terms of Directors expiring. Directors shall be elected by a plurality of the votes cast. In the election of Directors, there shall be appurtenant to each Unit as many votes for Directors as there are Directors to be elected, but no Unit may cast more than one vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative. Directors shall be elected according to the procedure established by the Florida Condominium Act, Chapter 718, Florida Statutes, and the administrative rules promulgated thereunder.

4.5 Vacancies on the Board. If the office of any Director becomes vacant for any reason, a majority of the remaining Directors, though less than a quorum, shall choose a successor or successors to fill the remaining unexpired term. If for any reason there shall arise circumstances in which no Directors are serving and the entire Board is vacant, the Members shall elect successors by written ballot in the same manner as provided generally for regular annual elections, except that the election need not take place on the date of the annual meeting.

4.6 Recall and Removal of Directors. Any or all Directors may be removed with or without

cause by a majority vote of the entire membership, either by a written petition, or at any meeting called for that purpose, in the manner required by Florida law.

4.7 Organizational Board Meeting. An organizational meeting of the Board of Directors shall be held within ten (10) days after the election of new Directors, at such place and time as may be fixed by the Directors at the annual meeting at which they were elected. Such organizational meeting may occur immediately following the election, in which case notice of the organizational meeting may be provided by the existing Board.

4.8 Regular Board Meetings. Regular meetings of the Board may be held at such time and place in Collier County, Florida, as shall be determined from time to time by the President or a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or email at least two (2) days prior to the day named for such meeting.

4.9 Special Board Meetings. Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than two (2) days notice of a special meeting shall be given to each Director, personally or by mail, telephone or email, which notice shall state the time, place and purpose of the meeting.

4.10 Attendance By Unit Owners. Meetings of the Board of Directors at which a quorum of the members are present, shall be open to all Unit Owners in accordance with the Florida Condominium Act. The right to attend the Board meetings shall include the right to speak at such meetings with reference to all designated agenda items, subject to reasonable rules promulgated by the Board of Directors governing the frequency, duration and manner of Unit Owner statements.

4.11 Notice to Unit Owners. Adequate notice of all Board meetings shall specifically incorporate an identification of agenda items to be discussed at the meeting, and shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours preceding the Board meeting, except in an emergency. Any item not included on the agenda may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. Written notice of any Board meeting at which non-emergency special assessments, or at which any amendment(s) to rules regarding Unit use will be proposed, discussed or approved, shall be mailed or delivered to the Unit Owners and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting. Evidence of compliance with the 14-day notice requirement shall be made by an affidavit executed by the Secretary of the Association and filed in the official records of the Association. Upon notice to the Unit Owners, the Board shall, by duly adopted rule, designate a specific location on the Condominium Property upon which all notices of Board meetings shall be posted. Written notice of any meeting in which regular assessments against Unit Owners are to be considered for any reason, shall specifically contain a statement that such assessments will be considered, and the nature of any such assessments. Notwithstanding anything to the contrary contained in the Condominium Documents, meetings of the Board or a committee to discuss personnel matters or with the Association's attorney with respect to proposed or pending litigation, when the meeting is held for the purpose of seeking or rendering legal advice, shall not be governed by the provisions of Section 4.10.

4.12 Waiver of Notice. Any Director may waive notice of a meeting, before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

4.13 Quorum of Directors. A quorum at a Board meeting shall be attained by the presence in

person of a majority of the Directors. Members of the Board of Directors may participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed to be equivalent to presence in person at a meeting. Directors may not vote or participate in Board meetings by proxy or by secret ballot, except that officers may be elected by secret ballot.

4.14 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the condominium documents or by applicable statutes.

4.15 Presumption of Assent. A Director who is present at a meeting of the Board shall be deemed to have voted in favor of any action taken, unless he or she voted against such action or abstained from voting because of an asserted conflict of interest. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes. Absent Directors may later sign written joinders in Board actions, but such joinders may not be used for purposes of creating a quorum or counted as official votes for the Board's meeting. Action required or permitted by Florida law or the Condominium Documents to be taken at a Board meeting may be taken without a meeting if all Directors sign written consents describing the action taken. Action taken without a meeting is effective when the last written consent is obtained, unless the written consent specifies a different effective date.

4.16 Adjourned Meetings. The majority of those present at any meeting of the Board of Directors, regardless of whether a quorum has been attained, may adjourn the meeting from time to time, as long as the re-scheduled meeting is properly noticed. At any reconvened meeting, provided a quorum is present, any business may be transacted that might have been transacted at the meetings as originally called.

4.17 The Presiding Officer. The President of the Association, or in his or her absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of those present.

4.18 Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services unless compensation of such services is approved by at least two-thirds (2/3) of the Voting Interests. Nothing herein shall preclude the Board of Directors from employing a Director or officer for the management of the Condominium or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out-of-pocket expenses relating to the proper exercise of their respective duties.

4.19 Committees. The Board of Directors may appoint from time to time such standing or temporary committees, as the Board may deem necessary and convenient for the efficient and effective operation of the Condominium. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. A committee shall be subject to the provisions of Sections 4.10 and 4.11 of these Bylaws if required by law. All other committees shall not be subject to Sections 4.10 and 4.11 of these Bylaws.

4.20 Emergency Powers. In the event of an "emergency" the Board of Directors may exercise the emergency powers described in Chapter 718, Florida Statutes, and any other emergency powers authorized by Chapter 718, and Chapter 617, Florida Statutes, as amended from time to time.

4.21 Fiduciary Duty. Each member of the Board of Directors and each officer of the Association have a fiduciary relationship with the Members of the Association. This fiduciary relationship imposes obligations of trust and confidence in favor of the Association and its Members. It requires each member of the Board to act in good faith and in a manner he or she believes to be in the best interests of the Members of the Association. It means the Board members must exercise the care and diligence of an ordinarily prudent person when acting for the community, and it requires each of them to act within the scope of their authority.

Directors and officers of the Association must devote enough time and effort to the performance of their duties to ensure that they are reasonably and faithfully carried out on behalf of the Association. The fact that the Association is a corporation not for profit, or that the members of the Board are volunteers and unpaid, does not relieve them from the standards of trust and responsibility that the fiduciary relationship requires. When confronted with an issue involving special expertise such as a question of law, building or construction matters, insurance or accounting questions, or other similar issues, the law also contemplates that the Board of Directors or an officer will seek the appropriate advice of a professional considered competent in the field and rely upon that advice provided.

## 5. OFFICERS.

5.1 Officers and Elections. The executive officers of the Association shall be a President and a Vice-President, who must be Directors, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors. Any officer may be removed with or without cause by vote of a majority of all Directors at any meeting. Any person except the President may hold two or more offices. The Board of Directors shall, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall determine to be required to effectively manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President.

5.2 President. The President shall be the chief executive officer of the Association; he or she shall preside at all meetings of the Members and Directors, shall be ex-officio a member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He or she shall execute bonds, mortgages and other contracts requiring the seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

5.3 Vice-Presidents. The Vice-Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall prescribe.

5.4 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members and shall cause all votes and the minutes of all proceedings to be kept in a book for that purpose, and shall perform like duties for the standing committees when required. He or she shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He or she shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly-adopted amendments to the condominium documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated.

5.5 Treasurer. The Treasurer shall have the custody of the Association funds and securities

and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He or she shall disburse the funds of the Association, making proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever the Board may so require, an account of all his or her transactions as Treasurer and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

6. FISCAL MATTERS. The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions:

6.1 Depository. The Association shall maintain its accounts in such financial institutions in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles.

6.2 Budget. The Board of Directors shall, at a meeting prior to December 31st of each year, adopt an annual budget. The proposed budget of common expenses shall be detailed and shall reflect the amounts budgeted by accounts and expense classifications. A copy of the proposed budget, and a notice stating the time, date, and place of the meeting of the Board at which the budget will be adopted, shall be mailed, served, or electronically transmitted to the owners of each Unit not less than fourteen (14) days before that meeting.

6.3 Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance as required by law. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by a formula based upon estimated life and replacement cost of each item. These reserves shall be funded unless the Members subsequently determine by majority vote of those present in person or by proxy at a duly called meeting to fund no reserves or less than adequate reserves for a fiscal year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the Unit Owners as required in 6.4 below. Reserves funded under this paragraph, and all interest earned on such reserves, shall not be commingled with operating funds (unless combined for investment purposes), and shall be used only for the purposes for which they were reserved, unless their use for other purposes is permitted by law or is approved in advance by a majority vote at a Members' meeting called for that purpose. Operating and reserve funds may be invested in combined accounts, but such funds shall be accounted for separately, and the combined account balance may not, at any time, be less than the amount identified as reserve funds in the combined account, or the minimum amount required by law. Operating and reserve funds may be combined in the quarterly assessment paid by Unit Owners, provided that the operating and reserve funds are segregated within 30 days after receipt (unless combined for investment purposes).

6.4 Budget Meeting. The Board shall mail a meeting notice and copies of the proposed annual budget of common expenses to the Unit Owners not less than fourteen (14) days prior to the meeting at which the budget will be considered. The budget meeting shall be open to all Unit Owners.

6.5 General Reserves. In addition to the statutory reserves provided in Section 6.3 above, or in place of them if the Members so vote, the Board may establish one or more additional reserve accounts for contingencies, operating expenses, repairs, minor improvements or deferred maintenance. The

purpose of such reserves is to provide financial stability and to avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be reflected in the proposed annual budget each year. These funds may be spent for any purpose approved by the Board.

6.6 Assessments. Regular annual assessments based on the adopted budget shall be paid in quarterly installments, in advance, due on the first day of January, April, July and October of each year. Written notice of each quarterly installment shall be sent to all members at least fifteen (15) days prior to the due date. Failure to send or receive such notice shall not excuse the obligation to pay. If an annual budget has not been adopted at the time a quarterly installment is due, it shall be presumed that the amount of such installment is the same as the last quarterly payment, and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage calculated shall be added or subtracted from each Unit's next due quarterly installment.

6.7 Special Assessments. Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, emergency, or non-recurring expenses, or for such other purposes as are authorized by the Declaration of Condominium and these Bylaws. Special assessments are due on the day specified in the resolution of the Board approving such assessment. The notice of any special assessment must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s) or returned to the Members as provided by law. If any funds remain upon completion of the purpose(s) such excess funds may, at the discretion of the Board, either be returned to the Unit Owners or applied as a credit towards future assessments. Notice of a Board meeting at which a special assessment will be considered must contain a statement to that effect, and must disclose the purpose and estimated amount of the assessment. The total of all special assessments made in any fiscal year shall not exceed twenty percent (20%) of the total annual budget for that year, including reserves, unless a majority of the Voting Interests present and voting at a duly called meeting first consent.

6.8 Fidelity Bonds. The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association, in such amounts as may be required by law for each such person(s) or such higher amounts as may be determined by the Board of Directors. The Association shall bear the cost of such bonding. All such persons providing management services to the Association shall provide the Association with a certificate of insurance evidencing compliance with the bonding requirements and the cost of bonding may be reimbursed by the Association.

6.9 Financial Reports. In accordance with Chapter 718, Florida Statutes, within 90 days after the end of each fiscal year, the Association shall prepare and complete, or cause to be prepared and completed by a third party, a financial report for the preceding fiscal year. Within 21 days after the financial report is completed or received by the Association from the third party, the Association shall mail to each Unit Owner at the address last furnished to the Association by the Unit Owner, or hand deliver to each Unit Owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the Unit Owner, without charge, upon receipt of a written request from the Unit Owner. If permitted by Florida law, electronic delivery is permitted.

6.10 Application of Payments and Co-Mingling of Funds. All funds shall be maintained separately in the Association's name. No manager or business entity required to be licensed or registered under Section 468.432, Florida Statutes, and no agent, employee, officer, or director of a condominium association may commingle any Association funds with his funds or with the funds of any other condominium association or community association as defined in Section 468.431, Florida Statutes. All payments on account by a Unit Owner shall be applied as to interest, delinquencies, costs and attorney's fees, other charges, and regular or special assessments, in such manner and amounts as the Board of

Directors may determine, subject to.

6.11 Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each year. The Board of Directors may change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed in the Internal Revenue Code of the United States of America.

7. RULES AND REGULATIONS; USE RESTRICTIONS. The Board of Directors may, from time to time, adopt and amend administrative Rules and Regulations governing the operation, use, maintenance, management and control of the Association and the use, occupancy, alteration, maintenance, transfer, and appearance of the Units, Common Elements, and Limited Common Elements, including, but not limited to, vehicles, parking, animals, use of dumpsters, noise, and speed limits. Copies of such rules and regulations shall be furnished to each Unit Owner. Any rule or regulation created and imposed by the Board must be reasonably related to the promotion of health, happiness and peace of mind of the Unit Owners and must be uniformly applied and enforced. Each Unit Owner, each tenant and other invitee, and the Association shall be governed by, and shall comply with the provisions of the Declaration of Condominium, Articles of Incorporation and these Bylaws and the Rules and Regulations adopted by the Board of Directors. The provisions of all of the above shall be deemed expressly incorporated into any lease of any Unit in the condominium. Copies of the Rules and Regulations may but are not required to be recorded in the public records.

8. COMPLIANCE AND DEFAULT: REMEDIES. In addition to the remedies provided in Article 20 of the Declaration, the following provisions shall apply:

8.1 Fines and Suspensions. The Association may levy reasonable fines and/or impose suspensions against a Unit for the failure of the owner of the Unit, or its occupant, licensee or invitee, to comply with any provision of the Declaration of Condominium, these Bylaws or reasonable rules of the Association, or whose owner commits any violation of the Condominium Act. Such fines and suspensions shall be in an amount or for a period deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amounts allowed by law. The procedure for imposing such fines and suspensions shall be as follows;

(A) The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing, after reasonable notice, of not less than fourteen (14) days. The notice shall include:

- (1) A statement of the date, time and place of the hearing;
- (2) A statement of the provisions of the Declaration of Condominium, Bylaws or rules which have allegedly been violated; and
- (3) A short and plain statement of the matters asserted by the Association.
- (4) The amount of any proposed fine or length of the suspension.

(B) The party against whom the fine or suspension may be levied shall have a reasonable opportunity to respond, to present his or her evidence, to provide written and oral argument on all issues involved, and to review, challenge, and respond to any material considered by the Association. The Unit Owner shall be the party ultimately responsible for payment of a fine, regardless of whether the fine relates to conduct by a tenant, family member, invitee, or guest.

(C) Suspensions and Fines without Hearing. The foregoing notwithstanding, if allowed by law, no prior notice or opportunity for a hearing is required for the imposition of a fine or suspension upon any Member because of the failure of the Member to pay assessments or other charges when due.

8.2 Correction of Health and Safety Hazards. Any violations which are deemed by the Board of Directors to be a hazard to the public health or safety may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the Unit Owner.

8.3 Availability of Remedies. Each Member, for himself or herself, his or her heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all Members to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the majority's right to enjoy the Condominium Property free from unreasonable restraint and annoyance.

## 9. AMENDMENT OF BYLAWS.

9.1 Proposal. An amendment or amendments to these Bylaws may be proposed either by a majority of the members of the Board of Directors, or upon written petition signed by at least one-fourth (1/4) of the Voting Interests of the Unit Owners.

9.2 Submit to Vote. Such duly proposed amendment(s) shall be submitted to a vote of the Members and the Board of Directors, not later than the next annual meeting, subject to the minimum notice requirements imposed by law.

9.3 Vote Required. Except as otherwise provided by law or by specific provision of the condominium documents, these Bylaws may be amended by affirmative vote of not less than a majority of the Voting Interests present and voting, in person or by proxy, at any annual or special meeting and the affirmative approval of a majority of the members of the Board of Directors at a regular or special Board meeting. Alternatively, amendments may be adopted without a meeting by following the procedure set forth in these Bylaws. The Board may amend these Bylaws to correct scrivener's errors or omissions and amend and restate the Bylaws in order to consolidate into one document amendments previously adopted by the Members or the Board. Amendments adopted by the Board shall occur at a duly noticed Board meeting (with adoption of the amendments set forth on the agenda).

9.4 Necessary Amendments. These Bylaws shall be deemed amended, if necessary, to comply with the provisions of the Declaration of Condominium or the Florida Condominium Act.

9.5 Recording. A copy of each amendment shall be attached to a certificate stating that the amendment was duly adopted; which certificate shall be executed by officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida. The front page of the certificate must identify the book and page of the public records where the Declaration of Condominium is recorded.

9.6 Amendments. These Bylaws shall not be amended or revised by reference to its title or number only. Proposals to amend existing bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than



assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead a notation must be inserted immediately preceding the proposed amendment in substantially the language provided in the Florida Condominium Act.

10. MISCELLANEOUS.

10.1 Gender. Whenever the masculine or singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

10.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of this instrument shall remain in full force and effect.

10.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration of Condominium or Articles of Incorporation, the provisions of the Declaration of Condominium or Articles of Incorporation shall prevail over these provisions of the Bylaws.